California
Department of
Health Services

State of California—Health and Human Services Agency
Department of Health Services

ARNOLD SCHWARZENEGGER
Governor

November 9, 2006

TO: PROSPECTIVE APPLICANTS

SUBJECT: REQUEST FOR PROPOSAL
(RFP) 06-55456

Enclosed is RFP 06-55456 entitled "**American Indian/Alaskan Native Rural California Tobacco Use Survey**." The purpose of this RFP is to seek one (1) agency to conduct a survey that studies the behaviors, attitudes, and knowledge related to tobacco use among American Indian and Alaskan Native (AI/AN) adults (18 years-old or older) residing in rural areas of California. This RFP encourages the use of scientific and creative data collection methodologies to provide accurate and culturally sensitive measures.

The results of the survey will be used by the California Department of Health Services, Tobacco Control Section (CDHS/TCS), for planning purposes. The survey also contributes towards California Tobacco Control Program's (CTCP) comprehensive evaluation effort.

The enclosed RFP specifies eligibility, scope of work, submission requirements, and tentative timelines. Please read the RFP carefully as this is an open competitive process and proposals must comply with all RFP instructions. **Proposals are due in the CDHS/TCS office by Thursday, January 25, 2007, no later than 5 p.m.**

The complete RFP and supplemental materials are also available on the CDHS/TCS website: http://www.dhs.ca.gov/tobacco/html/funding.htm. Additionally, the Policy Section of the CDHS/TCS Competitive Grantees Administrative and Policy Manual, draft contract language, and fillable forms are available at the same website to assist potential applicants in preparing proposals.

Prospective applicants are asked to voluntarily submit a non-binding Letter of Intent. See the RFP for detailed Letter of Intent submission instructions.

Tobacco Control Section, MS 7202, P.O. Box 997413, Sacramento, CA 95899-7413
(916) 449-5500
Internet Address: www.dhs.ca.gov

Also, you are encouraged to attend the scheduled RFP AVAYA© Information Web Meeting and Teleconference for the purpose of reviewing the RFP and for answering questions directly related to proposal requirements. Instructions on how to attend the AVAYA© Information Web Meeting and Teleconference are explained in the RFP. Please have a copy of the RFP with you during the Information Meeting.

RFP INFORMATION MEETING
Tuesday, December 5, 2006
1:30 p.m.-4 p.m.

Phone calls or e-mails to CDHS/TCS for programmatic technical assistance in preparing the proposal will not be accepted. Other communications may be directed to Robert Thurman, Contract Manager, TCS, at (916) 449-5467 or by e-mail to rthurman@dhs.ca.gov.

Thank you for your interest in RFP 06-55456 American Indian/Alaskan Native Rural California Tobacco Use Survey.

David Cowling Ph.D, Chief
Evaluation Unit

Enclosure

AMERICAN INDIAN/ALASKAN NATIVE
RURAL CALIFORNIA TOBACCO USE SURVEY

REQUEST FOR PROPOSAL
06-55456

NOVEMBER 9, 2006

California Department of Health Services
Tobacco Control Section
MS 7206
P.O. BOX 997413
Sacramento, CA 95899-7413
http://www.dhs.ca.gov/tobacco/html/funding.htm
(916) 449-5500

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I. INTRODUCTION

A. Purpose

The California Department of Health Services, Tobacco Control Section (CDHS/TCS) is seeking a contractor to conduct a survey that studies the behaviors, attitudes, and knowledge related to tobacco use among American Indian and Alaskan Native (AI/AN) adults (18 years-old or older) residing in rural areas of California. A maximum of $750,000 is estimated to be available for this study for a two-year period. This RFP encourages the use of scientific and creative data collection methodologies to provide accurate and culturally sensitive measures. The results of the survey will provide CDHS/TCS, AI/AN health organizations, and other stakeholders with unprecedented information for the purpose of program planning in tobacco control. The survey also contributes to the California Tobacco Control Program's (CTCP) comprehensive evaluation requirements.

Successful applicants must be able to take culture, language, geographic, and socio-economic characteristics of the AI/AN populations into consideration in order to achieve a representative and valid statewide estimate. Thus, the study will require documented cultural competency in working with AI/AN communities.

CDHS/TCS intends to award a single contract to the most qualified applicant who can demonstrate that they can meet the provisions of this RFP.

B. Background

Tobacco use is the single most preventable cause of illness, disability, and premature death today in the United States (U.S.) and California. In California, more than 43,000 people die each year from tobacco-related diseases, and tobacco use is linked to more than $15.8 billion a year in health-related costs and loss of productivity. In November 1988, California voters approved Proposition (Prop) 99, the Tobacco Tax and Health Protection Act of 1988, which added a 25-cent tax to each pack of cigarettes and a proportional amount to other tobacco products sold in the state. These additional tobacco taxes were earmarked for tobacco-related research, health education, health care, and environmental conservation.

Since the passage of Prop 99, per capita cigarette consumption in California has declined by nearly 60 percent (56.9 percent) and the adult smoking prevalence has declined by one third (33.6 percent). In 2005, the adult smoking prevalence was at the historic low of 14.0 percent, as measured by Behavioral Risk Factor Surveillance System (BRFSS) and California Adult Tobacco Survey (CATS) combined data.

While California has experienced numerous successes and has had a strong surveillance system as part of the statewide evaluation effort, there is a lack of representative information on tobacco use behaviors and attitudes among the AI/AN populations in California.

California has the largest AI/AN population in the country. The 2000 Census reported that more than 600,000 AI/AN individuals (627,562) live in California, representing nearly 2 percent of the total population (1.9 percent). Among them, 333,346 individuals reported AI or AN as their sole race (AI/AN alone); and the others reported they were AI or AN and one or more other races. AI/AN is also a fast growing population. The population size estimated in the 2000 Census by the definition of "AI/AN alone" was 38 percent larger than the population size estimated in 1990. This increase outpaced the growth of 14 percent of California's general population during the same decade.

The AI/AN population in California is comprised of members of 107 indigenous California tribes, which represent about 20 percent of the tribal groups in the United States, as well as members of tribes from the rest of the United States. There is lack of consensus on how many AI/AN individuals in California live on tribal lands. The population that live in rural areas is also difficult to define. For example, two Census-based definitions: 1) Census-track definition and 2) non-urban county definition, yield significantly different counts of the rural AI/AN population.

Census-track definition: The Census-track definition of "rural/urban" is based on the population density in census tracks. Using this definition, 13 percent of AI/AN households, or 44,376 individuals were located in rural California, if the AI/AN population is categorized by "AI/AN alone." When the population is defined with "AI/AN alone or in combination with one or more other races," the percentage of rural AI/AN households is 11 percent (equivalent to 66,960 individuals).

Non-urban county definition: One can also define rural/urban counties in California by using population density in each individual counties. California Rural Indian Health Board (CRIHB) researchers analyzed the Census data of the AI/AN population in California's non-urban counties and concluded that about 190,000 AI/AN individuals ("AI/AN alone or in combination with one or more other races") resided in these counties as of 2005.

There are other practical methods to define rural. As an example, about 70,000 AI/AN individuals in 37 non-urban counties participate in California's Tribal Health Programs, which provide health services to rural AI/AN population according to the estimate from CRIHB.

Research on tobacco use among AI/AN at the population level is scarce. A Surgeon General report published in 1998 titled: *Tobacco Use Among U.S. Racial/Ethnic Minority Groups-African Americans, American Indians and Alaska Natives, Asian Americans and Pacific Islanders, and Hispanics: A Report of the Surgeon General* cited a study using the 1997 National Health Interview Survey data that reported a 34.1 percent adult cigarette smoking prevalence, the highest among all major racial/ethnic groups in the United States. This finding also holds true for both males and females (37.9 percent and 31.3 percent, respectively).

A report published in the Centers for Disease Control and Prevention (CDC)'s *Morbidity and Mortality Weekly Report (MMWR™)* using combined years (1997-2000) of BRFSS data also showed a high cigarette smoking prevalence among AI/AN population at 32.2 percent. It is notable that cigarette smoking prevalence varies significantly among different regions, ranging from 21.2 percent in the Southwest to 44.1 percent in the Northern Plains. In the Pacific Coast region that includes a California sample, the smoking prevalence was 30.9 percent, with almost identical smoking prevalence for men and women (30.8 percent and 31.3 percent, respectively).

In California, two surveys have provided statewide measures of cigarette smoking behavior for AI/AN. One is the California Tobacco Survey (CTS) that has been conducted every three years since 1990. The screener survey of the CTS has a relatively large sample size for AI/AN, ranging from 720 in 1990 to 1,883 in 1996. However, a large portion of the sample is based on proxy reports from household members. Based on the 2005 CTS, the smoking prevalence for AI/AN was 28.1 percent. AI/AN men had non-significantly higher smoking prevalence than that of women (32.7 percent and 25.6 percent, respectively). More information about CTS is available at: http://ssdc.ucsd.edu/tobacco/. The other survey is the California Health Interview Survey (CHIS), which has been conducted bi-annually since 2001. The most recent estimate for adult smoking prevalence is from the 2003 CHIS survey, which has a sample size of 882 adult AI/AN respondents. Based on this survey, AI/AN adults smoked at a rate of 30.2 percent, with similar smoking prevalence for men and women (31.1 percent and 29.2 percent, respectively). More information about CHIS is available at: http://www.chis.ucla.edu.

Since both the CTS and CHIS are telephone-based surveys, and a majority of AI/AN respondents live in urban areas, it is reasonable to assume these surveys provide appropriate estimates for smoking prevalence among the urban AI/AN population. These surveys show that AI/AN populations have smoking prevalence around 30 percent in general. This is almost twice the prevalence rate of other race/ethnicity groups in California, which is about 15 percent in most of the surveys. On the other hand, the sample size of rural AI/AN population is small in all the existing surveys. AI/AN's in rural areas, especially those that reside on tribal land, may have distinctive tobacco use behavior such as more traditional tobacco use and close association of tobacco with significant events and rituals. The tobacco industry also has a track-record of providing economic support to some ethnic groups including AI/AN populations, which clearly undermines tobacco prevention and control efforts and put rural AI/AN individuals at even higher risks of tobacco use.

Although CTS screener survey and CHIS have provided statewide estimates of cigarette smoking prevalence for AI/AN populations, these surveys do not contain comprehensive tobacco-related information such as behaviors, attitudes, and knowledge towards secondhand smoke (SHS) issues, cessation, media exposure, and other tobacco product use, let alone traditional and ceremonial tobacco use. This information, to our knowledge, has never been addressed at a state level.

The lack of tobacco use information among rural AI/AN in California is an obvious gap that needs to be addressed. This type of information is critical for CDHS/TCS and TCS-funded AI/AN-focused projects to plan and provide services for this priority population in tobacco control. A study with a representative rural AI/AN sample and questions tailored to address the cultural sensitivities of AI/AN tobacco use practices must be undertaken. To improve program efforts to promote the change of social norms related to commercial tobacco use and to counter the influence of the tobacco industry in rural AI/AN populations.

B. **History**

Both CDHS/TCS and public health agencies at federal level recognize the aforementioned gap of tobacco use information among AI/AN. As early as 1991, a project funded by the National Cancer Institute (NCI) and carried out by the Center for American Indian Research and Education collected tobacco use information in 18 Northern California American Indian clinics. In 2002, CDC, Office of Smoking and Health (OSH) funded five Tribal Support Centers to develop and conduct an American Indian Adult Tobacco Survey (AI ATS). The projects produced a questionnaire with some key tobacco-related items appropriate to AI/AN following focus group discussions. Pilot testing and cognitive testing were carried out using the developed questionnaire. In 2005, the Office of Management and Budget granted funding to CDC and Tribal Support Centers to conduct AI ATS in 11 tribes.

In 2002, CDHS/TCS issued a Request for Application 02-100 titled *Special Population Tobacco Use Studies* to seek contractors to conduct tobacco use surveys for several priority populations including AI/AN. No applicants were funded.

II. SCOPE OF WORK

A. General Requirements

The intention of this RFP is to fund a study that collects comprehensive adult tobacco use data for rural AI/AN individuals in California. The purpose of the study is to help state, local, and AI/AN health agencies plan and provide tobacco use prevention programs to reduce and eliminate the health risks from commercial tobacco use. Therefore, applicants must propose strategies that take into account, and are sensitive to, AI/AN's cultural, geographic, and socio-economic characteristics in surveying for tobacco use and tobacco knowledge and attitude data.

For the purpose of this RFP, "adult" is defined as an individual 18 years or older. An AI/AN individual is defined as someone who self-identifies as a member of any of the peoples indigenous to America or a member of any of the aboriginal peoples of Alaska. An AI/AN individual could be either self-identified as AI/AN only or self-identified as AI/AN and other race(s).

The "rural AI/AN" population is defined as AI/AN individuals who live in the rural areas, on tribal lands or outside of tribal lands. The definition of "rural" is complicated for this population. One possible definition is from the Census Bureau which is based on population density. Another option is the service size of rural Indian health programs.

The applicant should provide a clear definition of the California rural AI/AN population as well as the rationale.

- CDHS/TCS is only seeking the study of statewide rural AI/AN adults. The study of a subgroup of or regional rural AI/AN population will not be accepted.

- It is the responsibility of the applicant to demonstrate their agency's (and their subcontractors') capabilities to conduct data collection using appropriate survey methodologies.

- In the application, "tobacco" should refer to both smoking and smokeless tobacco. In the Scope of Work (SOW), applicants are to clearly identify either commercial or traditional tobacco use when necessary. The term "traditional tobacco" does not include non-tobacco products such as sage.

- Due to the multi-disciplinary nature of the studies, this RFP encourages cooperation and partnership between organizations and institutes.

- Only quantitative studies will be funded by this RFP.

- The sample size must be able to allow a range of ±3 percentage points of 95 percent confidence interval (CI) of smoking prevalence estimate for rural AI/AN men and women respectively.

- A cost-efficient data collection plan without compromising statewide representativeness is highly encouraged.

B. **Survey Plan**

1. **Sample Design**

The survey should focus on rural AI/AN individuals who live both in or outside of tribal lands. The successful applicant must be able to: 1) clearly define the rural AI/AN that reasonably represents the rural AI/AN population in California and 2) specify in detail how the sample will be drawn (sampling methodology) and provide formulas for sample size computation based on the requirement that, 3) the sample size should be able to provide statewide estimates for cigarette smoking prevalence with the range of ±3 percentage points of 95 percent CI for rural AI/AN men and women respectively. Besides general sampling methodology, the successful applicant must also be able to take design effects such as clustering and stratification into consideration when sample size is computed because the California AI/AN population, especially rural AI/AN communities, have very distinctive geographic characteristics that should be taken into consideration during the sampling plan development process.

Unlike surveys conducted among the general population, there are no clear "conventional" sampling methodologies for the rural AI/AN population due to the lack of previous health surveillance studies conducted for this group. A representative statewide estimate is one of the main requirements for this RFP. There are some options that could be adopted and adapted:

- Recruiting participants at rural Indian health centers or clinics: Many Indian health clinics/tribal health centers also serve as community centers for the rural AI/AN population. AI/AN individuals who seek health services as well as healthy AI/AN individuals can both be found in the clinics. In addition, using a "snowball" or "friendship" recruiting method, more interviewees can be enlisted to respond to the survey. One important consideration of this sampling method is to make sure the in-clinic interviews are randomly selected. An analysis of the population difference between the population served by tribal health programs/rural Indian clinics and rural AI/AN population identified from Census may also be necessary.

- Mapping the rural Indian communities and conducting household interviews: Either a census or a randomly selected sample from the communities can be used as the target sample. This sampling option may yield the most representative sample, providing that the cost estimate of the data collection is under CDHS/TCS' maximum funding level.

- A list-assisted telephone survey or household survey: The sample can be drawn from a list of rural AI/AN individuals assembled by AI/AN agencies and organizations. This may be the simplest way to obtain a sample, but demonstrating the representativeness of the sample will be critical to ensure a successful application. An analysis of the population difference between the list and the rural AI/AN population identified from census may be necessary.

2. Data Collection and Preparation Plan

a. Types of Interview

According to the pilot testing and field experience from the CDC-sponsored AI ATS, face-to-face interview was the most appropriate way to administer the survey for tribal communities. Telephone interviews can also be an option as long as the phone number list of the sample has reasonable representation.

b. Instrument

The instrument for this survey is to be based on existing adult tobacco surveys such as CATS, CTS, and AI ATS developed by CDC. CATS questionnaire is available from CDHS/TCS website at: http://www.dhs.ca.gov/tobacco/html/resourceseval.htm. CTS questionnaire is available at: http://ssdc.ucsd.edu/tobacco/. The AI ATS questions can be obtained by a request through appropriate AI/AN health agencies such as CRIHB.

The measure of "current cigarette smoking" should be based on the standard definition that is used in the CATS and the CTS. The format and the question flow of the survey should be appropriate for the corresponding survey type (e.g., face-to-face interview, computer-assisted telephone interview, etc.). The survey must be focused on tobacco use behaviors, attitudes, and knowledge with necessary demographic and other culturally and historically related information. Each interview should not exceed 30 minutes.

The comprehensive tobacco use data that is collected should include, but not be limited to, the following areas:

- Smoking Behavior: cigarette smoking history, consumption, other tobacco product use (chew, pipe, and cigar) history, and tobacco product purchasing behavior.
- Cessation Behavior: quit attempts, quit history, quit motivation (e.g., self, family, physician advice, etc.), and cessation help (e.g., cessation class, patch, etc.).
- SHS exposure: workplace (employer policy and exposure), other public place exposure, and household (volunteer policy and exposure).

- Attitude and Knowledge: health risk of tobacco use, health risk of SHS, smoke-free casino issue, exposure to CTCP components (local programs, media, etc.), attitudes toward the tobacco industry, and policies to regulate tobacco marketing.
- AI/AN specific tobacco issue: traditional/ceremonial tobacco use, co-morbidity issues such as alcohol use, diabetes, depression and other mental illnesses, etc.

Although many tobacco-related questions for an AI/AN tobacco survey could be identified from existing surveys, focus group and cognitive testing are encouraged to strengthen the survey development process. The successful applicant should also take literacy level into consideration, especially for questions other than a standard measurement of cigarette smoking.

c. **Interview Process and Quality Control**

Applicants must describe and explain in detail the interview process including the following elements:

- Interviewer recruitment
- Interviewer training
- Interviewer monitoring
- Pilot testing
- Callback (if applicable) or follow-up procedure
- Refusal conversion
- Confidentiality procedures
- Data management system
- Non-response measurement

d. **Data Preparation**

The contractor must provide completed data in ASCII file format (.dat or .txt) and SAS format. The completed dataset should also include any base weights, post-stratification weights, and final population weights for analysis purposes. If any imputation, adjustment, clustering, or stratification is employed, appropriate imputation variables, weights, cluster variables, and strata must be included in the final data set. A user-friendly technical report on survey methodologies including a data dictionary and a code book for the variables and values and analytical methods must be developed. If complex sampling methodology is employed, a description of variance estimation should also be included. The contractor must deliver the data on a CD-ROM, accompanied by the technical report, so that CDHS/TCS can distribute the data to other researchers.

e. **Protection of Human Subjects**

The research protocol must be submitted and approved by the Health and Welfare Agency, Committee for the Protection of Human Subjects before any human subjects related activities occur. The contractor will be responsible to complete this process. This will ensure "that research involving human subjects is conducted ethically and with minimum risk to participants."

C. **Analytic Plan**

The application must include an analytic plan that describes and explains how the collected data will be analyzed and interpreted. The applicant must outline the appropriate procedures to be utilized, analyze data under the proposed sampling plan and take complex survey design effects into consideration. Answers to critical questions should be included in the analysis. Critical questions that should be addressed are:

- What is the current cigarette smoking prevalence among the rural AI/AN population? If this estimate differs significantly from the existing prevalence from surveys such as the CTS, what is the likely explanation? What is the self-reported cigarette consumption? What is the prevalence of other commercial tobacco product use? Is there any difference in tobacco use behavior patterns between the rural AI/AN and the California general population? What is the difference?

- What is the prevalence of non-commercial tobacco use? What is the consumption of non-commercial tobacco?

- What is the SHS exposure rate (at workplace, home, car, and other places) among the rural AI/AN population? Is there any difference in the SHS exposure pattern between the rural AI/AN population and the California general population? What is the difference?

- What are the tobacco-related knowledge and attitude findings among the rural AI/AN population? Are the rural AI/AN population exposed to the CTCP, including both the community intervention programs and the statewide media campaign? Is there any difference in tobacco related knowledge and attitude results between the rural AI/AN population and the California general population as well as California rural population? What is the difference?

- What are the attitudes and beliefs toward traditional tobacco use including ceremonial and other culturally specific uses of tobacco?

- What are the attitudes and knowledge towards the issue of smoke-free casinos?

- What are the correlations between tobacco use and other prominent health risks and epidemics such as alcohol use, diabetes, depression and other mental illnesses?

- Where do AI/AN usually purchase commercial tobacco products (i.e., from retailers on tribal lands, non tribal lands, internet, or other)?

- Based on the study, what is the biggest disparity in tobacco control indicators between the rural AI/AN population and the California general population? What is the possible explanation of this disparity? What recommendations are suggested for future tobacco control projects conducted for the rural AI/AN population?

D. **Reports and Deliverables**

A plan for the development and delivery of products shall be described in the proposal. It is the intent of CDHS/TCS that efforts by the contractor will result in products that have great utility to users, including researchers and the AI/AN communities themselves. Therefore, the data collected and the products under this survey contract will not be proprietary information of the contractor - they will belong to the State for public use. The proposal must describe the plan for preparation of the deliverables, specify the contents, and set a timetable for the deliverables. The minimum requirements for contract deliverables are as follows:

- A final report on the survey results. The report shall discuss the findings from the analysis described in the analytic plan and answer the questions listed in that section as well as other pertinent questions found to be relevant to the rural AI/AN population in the context of tobacco use prevention. Data should be presented and illustrated by tables and figures when it is appropriate. Data presentation should have both point estimate and 95 percent confidence intervals. The report should follow a standard style manual such as Chicago Manual of Style along with certain styling requirements from CDHS/TCS. Details of the CDHS/TCS styling requirements will be available to the contractor once the study is funded.

- Statewide estimates, with 95 percent confidence intervals, of cigarette smoking prevalence, tobacco use behaviors, knowledge, attitudes, and beliefs by gender, age, socio-economic status, and by smoking status (non-smokers and smokers). The report should include frequency tables for responses to all questions and smoking and other tobacco product use prevalence charts by gender and age group.

- Data Set and Technical Documentation: The contractor will be required to deliver to CDHS/TCS on CD-ROM a data set, accompanying documentation and a technical report in a format which can be readily used and understood by researchers and other individuals with statistical expertise for analyses purposes. The dataset should be in ASCII and SAS data format. The technical documentation should include: a data dictionary with the names and locations of all variables in the data set; a code book with the description of data formats (values) for all variables; a description of all relevant sample identifiers for analysis (sampling strata, sampled clusters, etc.); a description of all weights; a technical report describing the methods used to collect the data (sampling, survey instrument development, interview process, and quality control, etc.), with a clear discussion of how weights were generated and computed, discussion of the methods used to calculate CI's, and copies of the questionnaires. The data set, documentation, and technical report must be delivered to CDHS/TCS as the final deliverables. The contractor must expressly agree not to release any data until all deliverables are accepted and approved by CDHS/TCS as satisfactory.

- Public Access to the Database: It is the intent of CDHS/TCS that the database produced by this contract will be made readily available and used not only by CDHS/TCS and the AI/AN communities, but also other researchers for analyses and scholarly research. It is the intent of CDHS/TCS that the data set, documentation, and technical report become available to researchers as soon as they are approved by CDHS/TCS.

- Progress Reports: The contract will call for quarterly teleconferences and meetings when necessary to discuss progress made in completing the work and meeting the established timelines so that CDHS/TCS can monitor the performance of the contract. Written progress reports shall be submitted twice a year in a format designated by CDHS/TCS.

III. GENERAL PROPOSAL INFORMATION

A. Who May Apply

1. Any public or private organization capable of conducting population research studies to determine tobacco use behavior and attitudes of the California AI/AN communities. Applicants must be able to:

   a. Demonstrate capacity in data collection, data management, research quality control procedures, and in providing well written analysis documents that pass scientific review or scrutiny.
   b. Demonstrate prior experience in conducting special population research studies.
   c. Demonstrate an understanding of the cultural, geographic, and socio-economic issues involved in the study of AI/AN populations.
   d. Demonstrate a history of completing population research studies and reports on-time.

2. Applicants may apply for these funds as a single organization or as a consortium. Consortium proposals are to consist of a primary contractor accountable for overall management, administration, and coordination of the complete project and supervision of one or more key subcontractors.

3. Any agency, with the exception of universities and colleges, that receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company, during the term of the contract, is **not eligible** for funding under this RFP. Agency certification to this effect is required on Attachment 6. A fillable electronic form is available at http://www.dhs.ca.gov/tobacco/html/funding.htm, RFP 06-55456, Supplemental Materials. See Appendix A for partial list of the tobacco company subsidiaries.

   With regard to universities and colleges, any Principal Investigator (PI), or any investigator associated with this contract, who within the last five years from the start date of the contract period, or during the term of the contract, receives or has received funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company, is **not eligible** for funding under this RFP. The PI's certification is required on Attachment 6. A fillable electronic form is available at http://www.dhs.ca.gov/tobacco/html/funding.htm, RFP 06-55456, Supplemental Materials. See Appendix A for a partial list of tobacco company subsidiaries.

B. **Contract Period and Funding Levels**

1. A maximum of $750,000 is estimated to be available for this RFP. One (1) contract will be awarded for a twenty-four (24) month term beginning July 1, 2007 and ending June 30, 2009. Proposals submitted must include a SOW and budget justification for the entire twenty-four (24) months. Project SOW and budgets must coincide with State fiscal years (FYs), July 1 through June 30.

2. Funding for this contract is dependent upon the availability of revenues from the Prop 99, Cigarette and Tobacco Surtax Fund. If there are revisions in legislative mandates, court action, or other administrative changes affecting the project, the SOW and budget parts shall be changed to comply with these actions. The contract may be terminated with or without cause by CDHS/TCS upon a 30-day notice to the prime contractor.

C. **Reservation of Rights**

1. CDHS/TCS reserves the right to fund any or none of the applications submitted in response to this RFP. CDHS/TCS may also waive any immaterial deviation in any application. CDHS/TCS waiver of any immaterial deviation(s) shall not excuse an application from full compliance with all contract terms if a contract is awarded.

2. CDHS/TCS reserves the right to withdraw any award if an acceptable SOW, Budget and Budget Justification, and other CDHS/TCS required documents are not received by CDHS/TCS within 45 calendar days of being negotiated by CDHS/TCS and the awardees.

3. Expenses associated with preparing and submitting applications in response to this RFP are solely the responsibility of the applicant agency and will not be reimbursed by CDHS/TCS.

4. CDHS/TCS reserves the right to withdraw any award or negotiate the SOW, budget, and budget justification or any proposed activity or proposed project components.

5. Awardees must have appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D. Contract Terms and Conditions

Contract terms and conditions will be posted on the following website: http://www.dhs.ca.gov/tobacco/html/funding.htm, RFP 06-55456 Supplemental Materials. Changes to this language will not be negotiated during the RFP process nor with awarded agency.

Intellectual Property Rights

The State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all works created, produced, or developed under a contract awarded from this RFP, whether published or unpublished. If successful in this RFP, contractors must comply with the Intellectual Property Rights language. Changes to this language will **not** be negotiated at any time during the RFP process nor with the awarded contractor. See Appendix B for the Intellectual Property Rights contract language.

E. RFP AVAYA© Information Web Meeting and Teleconference

CDHS/TCS has scheduled an Information Meeting for the purpose of reviewing the RFP with agencies who are interested in submitting an application. The information meeting will **not** be an in-person, on-site meeting. Rather, the information meeting will be a combined internet and conference call utilizing Avaya©, a visual and interactive meeting software, and your local phone line.

Agencies who wish to attend the information meeting must have access to a personal computer with an internet connection and phone line.

The information meeting will also be password protected. Agencies must contact the CDHS/TCS Webmaster no later than **5 p.m. on December 1, 2006**, and request an Avaya© user password and Avaya© access instructions.

The CDHS/TCS Webmaster can be contacted at webmaster@tcspartners.org or by phone at (916) 449-5500.

Any costs incurred by those attending the information meeting are the sole responsibility of the attendees and will not be reimbursed by CDHS/TCS.

The information meeting is scheduled for:

Tuesday
December 5, 2006
1:30 p.m. to 4 p.m.

F. Proposal Submission Requirements

1. Letter of Intent

For the purpose of planning the RFP review process, all interested organizations are requested to submit a letter notifying CDHS/TCS of their intent to submit a proposal. This letter is not binding. Agencies who submit a letter of intent may elect not to submit a proposal. Submit one (1) signed letter of intent by **December 15, 2006.** The letter of intent should be prepared on the primary agency's letterhead, signed by the agency's Director or official signature authority, and state the following:

a. The name and number of the RFP under which the proposal will be submitted; and,
b. The estimated amount to be requested.

<u>Email documents will not be accepted</u>.

Mail or FAX the letter to:

Attention: Marjorie Rogers
California Department of Health Services
Tobacco Control Section
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413
FAX: (916) 449-5505

Clearly indicate on the outside of the mailing envelope or the FAX transmittal sheet, “American Indian/Alaskan Native Rural California Tobacco Use Survey RFP 06-55456."

2. Proposal Submission

NOTE: All applicants agree by submitting a proposal that CDHS/TCS is authorized to verify any and all claimed information. All proposals received by CDHS/TCS are subject to the provisions of the “California Public Records Act” (Government Code Section 6250 <u>et seq</u>.) and are not considered confidential after completion of the selection process.

Submit one (1) signed original (clearly marked “original”) and eight (8) copies of the entire proposal. Proposals and all required copies must be received at the CDHS/TCS office by **5 p.m. on January 25, 2007**.

- **FAX copies will not be accepted**. It is the sole responsibility of the applicant to ensure that CDHS/TCS receives the required number of copies of the proposal by the deadline.

- A late or an incomplete proposal will be considered non-responsive and will not be reviewed for funding.

- No changes, modification, corrections, or additions may be made to the proposal once it is received.

Mail or deliver completed proposals to CDHS/TCS, and clearly indicate **"American Indian/Alaskan Native Rural California Tobacco Use Survey RFP 06-55456"** on the outside of the package or mailing envelope.

<u>Regular Mail, U.S. Postal Service Delivery Address</u>: (No overnight/private shipping)

Attention: Marjorie Rogers
California Department of Health Services
CDIC/Tobacco Control Section
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413

<u>Hand Delivery or Private Shipping Company (UPS, FedEx) Address</u>:
(No U.S. Postal mail delivery)

Attention: Marjorie Rogers
California Department of Health Services
CDIC/Tobacco Control Section
MS 7206
1616 Capitol Avenue, Suite 74.516
Sacramento, CA 95814

G. Proposal Review Process

1. Review for Compliance with RFP Requirements

Proposals will be date and time stamped upon receipt at CDHS/TCS. Each proposal **received at CDHS/TCS by 5 p.m., on January 25, 200**7, will be reviewed for compliance with the instructions provided in the RFP. Proposals that do not comply with the RFP requirements will be considered non-responsive and excluded from the review. Omission of any required document or form, failure to use the required formats, or failure to respond to any requirement may lead to the rejection of the proposal prior to peer review. CDHS/TCS reserves the right to waive any deviations it considers to be immaterial. This waiver shall not excuse a proposal from full compliance with contract terms and conditions, if a contract is awarded.

2. **Review Scoring and Funding Consideration**

a. Proposal Scoring

Proposals will be evaluated by a committee assembled by CDHS/TCS. The Committee may include representatives of CDHS/TCS or other State and county agencies, State epidemiologists, and survey research experts.

Proposals will be scored on a scale of 0 to 150 points. The maximum point value of each section is as follows:

(1) Agency Capability	35 points
(2) Project Narrative (60 points total)	
• Sampling Plan	20 points
• Data Collection Plan	25 points
• Analytic Plan	15 points
(3) SOW	25 points
(4) Budget Justification/Budget	30 points
Total Points	**150 points**

3. **Contract Award**

a. The contract will be awarded to the organization's RFP proposal which earns the highest total score above 105 points. CDHS/TCS will release the award decision on **February 28, 2007**.

b. In the event that CDHS/TCS is unable to negotiate and award a contract to the organization with the highest total score above 105 points, CDHS/TCS reserves the right to negotiate and award a contract to an organization that has met all the requirements specified in the RFP and attained the next highest score.

c. In the event the contract is not accepted by the organization with the highest score; and/or a contract is awarded to the organization with the highest score and later terminated; CDHS/TCS may negotiate and enter into a contract with the organization having the next highest score for the performance of any remaining contract tasks and activities.

d. **Optional Oral Interviews**: CDHS/TCS reserves the right, at their sole discretion, to conduct oral interviews with the top ranking organization to establish the capability of the staff to complete the RFP requirements. If CDHS/TCS decides to conduct oral interviews, scoring criteria and instructions will be sent under separate cover to the qualifying organization. If conducted, the oral interview will be the basis of further consideration of contract award and negotiations.

4. **Consensus Review Tool Summary**

Upon written request to CDHS/TCS, those submitting proposals may receive the consensus review tool summary page which provides the score and overall strengths and weakness of their proposal.

H. **Appeal Process**

Only those agencies that submit a proposal consistent with the requirements of the RFP and are not selected may appeal. There is NO appeal process for proposals that are submitted late, non-compliant, or incomplete. Agencies may not appeal their funding level. Letters appealing the final proposal selection must be **received no later than 5 p.m. on March 9, 2007**, **at the address indicated**. (FAX copies are acceptable).

Appeals shall be limited to the grounds that CDHS/TCS failed to correctly apply the standards for reviewing the proposal in accordance with the RFP. The appellant must file a written appeal, which includes the issue(s) in dispute, the legal authority or other basis for the appellant's position, and the remedy sought.

Email letters are not acceptable. Appeals must be mailed or faxed to:

Donald O. Lyman, M.D., Chief or designee
Division of Chronic Disease and Injury Control
California Department of Health Services
MS 7200
P.O. Box 997413
Sacramento, CA 95899-7413
FAX: (916) 449-5505
Appeal RFP 06-55456

Clearly indicate "American Indian/Alaskan Native Rural California Tobacco Use Survey RFP 06-55456" on the outside of the mailing envelope or FAX transmittal sheet.

At his sole discretion, the Chief of the Division of Chronic Disease and Injury Control, or his designee, may hold an appeal hearing with each appellant.
A decision will be made, either based on the combination of the written appeal letter, and the evidence presented at the hearing, or based on the written appeal letter if no hearing is conducted. The decision of the Chief of the Division of Chronic Disease and Injury Control, or his designee, shall be final. There is no further administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within 15 working days of their hearing date, or the consideration of the written appeal letter, if no hearing is conducted.

I. Contract Negotiation

Following the contract award notification, contract negotiations will occur with the potential contractor in a timely manner. CDHS/TCS reserves the right to reject and/or modify any proposed SOW activity or component(s). Following contract negotiations, the contractor is required to submit a detailed SOW, Budget, and Budget Justification in accordance with CDHS/TCS requirements, which will become part of the formal contract. The complete contract will then be sent to the contractor for final approval and signature. Upon completion and approval from the contractor, the agreement documents will be sent to the State for approval and execution. Work shall commence only after the contract has been fully approved and executed by both parties.

J. Tentative Timeline

November 9, 2006	Release of RFP
December 1, 2006	Avaya© Password
December 5, 2006	Information Meeting: Avaya© Internet and Conference Call
December 15, 2006	Letters of Intent due by 5 p.m.
January 25, 2007	**Proposals due by 5 p.m.**
February 28, 2007	**Award decision posted**
March 9, 2007	Appeal deadline
July 1, 2007	Contract period begins
June 30, 2009	Contract period ends

IV. ADMINISTRATIVE AND PROGRAM EXPECTATIONS

Agencies applying for these funds must have the administrative ability to manage state contract funds and the technical expertise to successfully implement the proposed project activities. It is the experience of CDHS/TCS that some applicants are unfamiliar with state procedures, requirements, and expectations. The following information is provided in order that the prospective applicants might assess their ability to enter into a binding contract agreement with CDHS/TCS.

- Contractors are to expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns need to be made, the contractor must request a budget revision or a contract amendment depending on what in the budget needs to be changed. It is up to the discretion of CDHS/TCS whether or not to approve the requested budget revision or contract amendment.

- Contractors are reimbursed in arrears for actual expenses, which means the agency or individual incurs expenses and is then reimbursed by CDHS/TCS. The contract submits a monthly invoice for expenses incurred in the previous 30 days and then the State has up to 30 days to pay certified small businesses and up to 45 days to pay others. This means that the contract must be able to cover at least 45 to 60 days worth of project payroll, indirect, and operating expenses and any expenses incurred by a subcontractor or consultant prior to reimbursement by the State. Additionally, Contractors are to submit invoices to CDHS/TCS in a timely manner to ensure: 1) prompt payment of expenses; and 2) cash flow maintenance.

- Contractors are expected to contact CDHS/TCS if they are having difficulties implementing the SOW or need to make changes in the approved activities. The agency must be aware that it is legally bound to deliver the services and products as stated in the SOW. This includes serving the number of people identified, conducting the stated number of activities, developing the identified documents, etc. If changes need to be made in the SOW, the contract must contact CDHS/TCS to discuss the issue and request a SOW revision or contract amendment. It is up to the discretion of CDHS/TCS whether or not to approve the request. **If contract deliverables, including Progress Reports, are not completed satisfactorily, CDHS/TCS has the authority to withhold and/or recover payment of funds.**

- Contractors are expected to refer to and comply with the Competitive Grantees Administrative and Policy Manual. This manual is referenced in the contract and, as such, is a contract document. The manual will be made available to successful applicants.

- Contractors are to be knowledgeable of standard payroll practices including State and Federal tax withholding requirements.

- Contractors are to maintain accounting records that reflect actual expenditures including, but not limited to: accounting books, ledgers, documents; payroll records, including signed timesheets, etc.; following standard accounting procedures and practices that properly reflect all direct and indirect expenses related to this contract. These records shall be kept and made available for three (3) years from the date of the final contract payment.

- Contractors are to obtain an annual single organization-wide financial and compliance audit. CDHS/TCS will reimburse the contract for its proportionate share of the audit expense.

- Contractors are required to obtain prior approval from CDHS/TCS before they are reimbursed for any purchase order, subcontract, or consultant agreement costing $5,000 or more. Three (3) competitive bids are required as well as other documentation of the bid process. This information, along with the proposed subcontract or consultant agreement, must be submitted to CDHS/TCS for approval prior to reimbursement of such expenses.

- Contractors are to have a procedure designating a person within their agency or organization that may sign payroll time sheets, requisitions, and invoices.

- Contractors are to maintain accurate records regarding program implementation, which document the number of people served, materials developed, activities conducted, etc. It is expected that these documentation records may include, but will not be limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc. It is recommended that the contract set up documentation files by objective or major activities. Planning minutes, media outreach, and sign-in sheets, etc., should be filed in the objective-specific file as activities are completed.

- Contractors are to have sufficient personnel to submit to CDHS/TCS timely, accurate, and complete progress reports every six (6) months using the forms and format provided by CDHS/TCS.

- Contractors are to have adequate personnel to insure timely submission of accurate invoices and maintain the fiscal integrity of the contract.

- Contractors and all subcontractors should be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all works created, produced, or developed under a contract funded from this RFP, whether published or unpublished. Appendix B contains the specific language that will be incorporated into the boilerplate language of the contract funded by CDHS/TCS. If your application is successful, you must comply with the intellectual property rights language. Review Appendix B carefully. Changes to this language will **not** be negotiated at any time during the RFP process nor with the funded applicant.

- Note: Contract terms and conditions will be posted on the following website: http://www.dhs.ca.gov/tobacco/html/funding.htm. Changes to this language will not be negotiated during the RFP process nor with the awarded agency.

- Contractors are to be aware that travel and per diem rates must not exceed those amounts paid to State non-represented employees. Additionally, out-of-state travel is not reimbursable without prior written approval by CDHS/TCS. Refer to Appendix H.

- Contractors are expected to hire program and fiscal/administrative staff with the appropriate training and experience to fulfill all program contract related deliverables as well as to fulfill payroll, accounting, and administrative procedures.

- Contractors are to be aware that CDHS/TCS may withhold payment of invoices for lack of documented and/or timely progress, as well as any apparent non-compliance with contract requirements.

- All data sets submitted to CDHS/TCS must be according to the SOW and schedule of submission deadlines. The data sets must be professional quality in an acceptable form and format approved by CDHS/TCS.

V. PROPOSAL INSTRUCTIONS

A. General Instructions

- **READ ALL INSTRUCTIONS CAREFULLY**. Re-check the proposal to ensure completeness.
- The organization must demonstrate an understanding of the services to be delivered under the intended contract, the capacity of the organization to carry out the services, and the ability to design and carry out efficient services that are reasonably budgeted. **Do not assume that the reviewers have prior knowledge of the past history or previous tobacco control services administered by the organization.**
- **DO NOT PROVIDE ANY MATERIALS THAT ARE NOT REQUESTED**. Any materials submitted that are not requested under this proposal will be discarded prior to proposal review, including pages that go over the maximum number in specified sections with page limitations.
- Number each page of the proposal consecutively.
- No less than font size 9 is to be used with Attachment 4, SOW. No less than font size 12 is to be used for all other sections of the proposal, and no less than ½ inch margins.
- Folders and binders are **not** desired; securely staple the proposal in the upper left corner.
- Attachments 1, 5, and 6 require a signature by the person authorized to legally bind the organization to the commitment outlined in the proposal. **Allow enough time to obtain these required signatures.**
- Clearly indicate "American Indian/Alaskan Native Rural California Tobacco Use Survey RFP 06-55456" on the outside of the mailing envelope.

B. Order of the Proposal

Present the components of the proposal in the order listed below using the instructions provided on subsequent pages to complete each area, except for Proposal Checklist, Attachment 3, which you are not required to submit. View or download attachments and required forms at the CDHS/TCS web site: http://www.dhs.ca.gov/tobacco/html/funding.htm.

1. **Proposal Cover Sheet** (Attachment 1)
2. **Table of Contents** (Attachment 2)

3. **Proposal Checklist** (Attachment 3)

4. **Agency Capability** (No Attachment, 10 Page Limit)

5. **Project Description**

   a. Project Narrative (No Attachment, 25 page limit excluding Timeline and Organization Chart)
   b. Timeline (No Attachment, no page limit)
   c. Organization Chart (No Attachment, no page limit)

6. **Scope of Work** (Attachment 4, no page limit)

7. **Budget Justification/Budget** (No Attachment, no page limit)

8. **Additional Required Forms**

   a. Agency Documentation Requirements (Attachment 5)
   b. Certification of Non-Acceptance of Tobacco Funds (Attachment 6)

9. **Curriculum Vitae of Primary Professional Staff**

8 a & b denotes the document requires a signature by the person authorized to bind the organization. Read the documents and allow time to obtain the required signatures.

C. **Proposal Requirements**

1. **Proposal Cover Sheet** (Attachment 1)

Item 1: Enter the legal name of the organization. The project name: American Indian/Alaskan Native California Rural Tobacco Use Survey has already been entered for you. Enter the mailing address that will appear on any subsequent agreement. Enter the name of the county in which the applicant's primary headquarters is located. Enter the contact person's name, telephone number, FAX number, and email address. Enter the federal identification number of the organization.

Item 2: The contract term: July 1, 2007 to June 30, 2009, has been provided and is for 24 months.

Item 3: Enter the budget amount proposed for the **entire contract term**.

Item 4: The official authorized by the organization to sign on behalf of the organization must sign and date the certification statement provided. Also print or type the name and title of this individual.

2. **Table of Contents** (Attachment 2)

   Proposals must have a table of contents with page numbers referenced. Proposal sections must be presented in the sequence shown on the Proposal Checklist (Attachment 3).

3. **Proposal Checklist** (Attachment 3)

   The items included on the checklist are **required** to be submitted as part of the proposal and must be presented in the order noted on this form. **If any items are omitted from the proposal, the proposal will be considered incomplete and out of compliance and will not be reviewed**. Complete the attached proposal checklist to ensure that all proposal attachments and required components are included.

   NOTE: The checklist is for your use to ensure a complete package. You are not required to submit the checklist as part of the actual proposal.

4. **Agency Capability** (No attachment provided, 10 **page limit**) = 35 points

   Answer all of the following questions as they apply to the proposing organization and subcontractors.

   a. **<u>Data Collection/Analytic Capabilities</u>**

      (1) Describe the primary purpose or function of the organization, how long in existence, the general range of functions in which the organization has experience, and how long it has been involved in these various functions. ***Scoring Criteria****: One of* the organization's primary focuses or functions has been evaluation or survey research for a minimum of five years.

      (2) Describe the organization's ability and experience in working with AI/AN communities in a culturally competent manner.
      Scoring Criteria*:* At least five years of experience working with AI/AN communities.

      (3) Describe the organization's experience and expertise in carrying out large-scale surveys covering knowledge, attitudes, and behaviors regarding chronic disease risk factors such as tobacco use. To include but not limited to: questionnaire design, cognitive testing, pilot testing of survey instruments, sampling, data collection, and analysis.
      Scoring Criteria*:* At least five years of experience conducting large scale surveys.

      (4) Describe the organization's current and past contractual relationships with AI/AN communities or the nature of those contracts, and the extent to which any contractual relationship with a state or federal project may

influence (e.g., facilitate or hinder) work on this survey, data analysis, reporting, confidentiality issues, etc.
Scoring Criteria*:* Demonstration that past or current fiduciary relationships will not influence implementation of this survey.

(5) Describe the organization's ability and experience in collecting data compatible with other state and national data.
Scoring Criteria*:* Evidence of publications by the PI comparing state and national data.

(6) Describe the education and experience of the primary proposed professional staff, full-time and part-time, and identify who will be involved in what work, with descriptions of duties and qualifications. Describe relevant surveys and publications previously performed by the PI/project director and/or PI/project director of subcontractors. Attach curriculum vitae of key professional staff.
Scoring Criteria*:* Professional staff will be qualified to conduct the SOW as demonstrated by their training, experience, and publications; and that their time dedicated to this contract is adequate to achieve the expected quality, quantity, and timeliness of deliverables.

b. **Administrative Capabilities**

(1) Describe the organization's history in the last three years managing contract funds; such as: funds received from federal, state, local governmental agencies, or foundations. Describe the funding agencies, the amount received, and how the agreement(s) were managed, i.e., were the agreement deliverables accomplished in a timely manner, were invoices timely and accurate, and were fiscal records in good standing?
Scoring Criteria*:* Demonstrate at least three years of satisfactory performance administering fiscal programmatic management of federal, state, local government agreement funds, including timely and accurate submission of fiscal and program documentation, subcontractor documentation, completion of deliverables, which are timely and satisfactory to the funding agency.

(2) Describe the organization's audit history in the past three years. Describe the reason for the audit, the entity who performed the audit, and frequency of audits, date of last audit, and a summary of the major findings from the last audit. If there were any negative findings, discuss corrective actions to address the findings.
Scoring Criteria*:* Demonstrate a three-year history of acceptable fiscal audits.

(3) Indicate if the organization has been audited (fiscal or programmatic) by a State agency. If yes, list: a) the name of the State agency; b) State agency contact person and telephone number; c) the year the audit was conducted; and d) the outcome of the audit. CDHS/TCS reserves the

right, at its sole discretion, to follow up with the contact person by telephone to confirm the audit history.
Scoring Criteria: Demonstrate the type of audit and the State Agency.

(4) Equipment

Describe the office and computer equipment the applicant has available for use in this project. Organization equipment must meet the minimum CDHS/TCS specifications in Attachment 7. Include in the description: a) the number and type of equipment available, e.g., desks, chairs, typewriters, facsimile machines, personal computers, printers, etc.; b) whether or not the computers have modems and communications software; c) the software packages your organization uses for word processing, spreadsheets, databases, etc.; and, d) approximately when the computer equipment was purchased, and its availability for use in this project, if funded.
Scoring Criteria: Demonstrate adequate office equipment resources for all staff including updated computer equipment and software that are available for use on the project.

Due to the limited duration of this RFP, the Equipment Category will be limited to software purchases only. Therefore, agencies must have adequate equipment available for use in this proposed project.

5. **Project Narrative** (No attachment provided, **25 page limit excluding Timeline and Organization Chart**) = 60 points total

a. Describe specifically how you will carry out this survey, including survey methodologies, variables of interest, and analytic methods. The description should provide substantial detail addressing the questions, issues, and components outlined in **Section II, Scope of Work**.

Organize the Project Narrative into the following sections: Sampling Design (20 points), Data Collection Plan (25 points), and Analytic Plan (15 points). The description should include the staff positions or subcontractors responsible for performing the planned work.
Scoring Criteria*:* The applicant demonstrates efficient and appropriate sampling methods and the type of survey for the rural AI/AN community settings; provides thorough description of data collection instruments and protocols, sample size, interviewer training, data management, quality control, and data preparation. The applicant proposes a sophisticated analytic plan that will provide statewide results for the rural AI/AN population, comparisons to national and other state level results, and interpretation of data that are relevant to CTCP's and the AI/AN communities' programmatic needs. The analytic plan should include, but is not limited to, how comparisons will be made and proposed statistical analyses.

The applicant lays out the plan according to the requirements outlined in **Section II. Scope of Work** including following key information:

(1) Survey Plan
   (a) Sample Design
   - Definition of rural of AI/AN population for the purpose of this survey
   - Sample frame and design
   - Sample size calculation
   - Sample recruitment methods
   - Justification of the representativeness of the sample

   (b) Data Collection and Preparation Plan
   - Types of interview
   - Survey instrument development
   - Interview process and quality control
   - Data preparation
   - Protection of Human Subject

(2) Analytic Plan
(3) Reports and Deliverables

b. **Timeline** (No attachment provided) (No page limit) = 0 point total

Prepare a timeline that identifies completion dates for the major activities and deliverables of this project. The purpose of the timeline is to concisely summarize the steps required for the deliverables. The deliverables should include, but not be limited to: survey instrument and pilot test results, description of sampling plan, survey protocol, institutional review board for protection of human rights approval, survey schedule, interviewer recruitment and training, final data preparation, analyses and preliminary report, and final report.
***Scoring Criteria**:* Timeline includes all activities and deliverables in appropriate timeframes between July 1, 2007 and June 30, 2009.

c. **Organization Chart** (No attachment provided [No page limit]) = 0 point total

Provide an agency organization chart that indicates lines of authority and reporting relationships. Provide any supplemental information that defines how staffing will be organized to support major survey project components to clarify for reviewers which staff members will support the various project components.

6. **Scope of Work** = 25 points (No page limit [Attachment 4, electronic template also located on http://www.dhs.ca.gov/tobacco/html/funding.htm])

The SOW provides the basis for agreement negotiations, and along with the Budget, becomes a legally binding document. The SOW is referenced in the agreement and is the “road map” that provides the direction, activities, expected outcomes, and deliverables of the project. The approved SOW and any subsequent revision is incorporated and made part of the agreement. The SOW can only be changed with prior approval from CDHS/TCS.

All work mentioned in the Project Narrative needs to be detailed in the SOW, and information provided in the Narrative is to be consistent with information in the SOW, e.g., sample sizes. The Budget and Budget Justification should closely correspond to SOW activities, deliverables, staffing, and subcontracts.

Complete the SOW using the following instructions. Refer to Attachment 4 for a blank form and Appendix C for a sample SOW. A complete format/template is available on the CDHS/TCS website at:
http://www.dhs.ca.gov/tobacco/html/funding.htm.

Note: When completing the SOW using the template provided on the web page, do **not** attempt to number the pages. Although page numbers do not appear on your computer screen, they are automatically tabulated and appear correctly when the form is printed.

Scoring Criteria*:* Funding preference will be given to the agency that most closely addresses the criteria below:

- Overall, the SOW provides a well-organized and detailed "road map" of the project that describes:
  - What will be done;
  - How much will be done;
  - Designation of CDHS/TCS copyright on products;
  - The percentage of effort appropriated to complete deliverables;
  - Start and End dates for completion of activities;
  - Staff, subcontractors, or consultants responsible for the activities and;
  - Appropriate tracking measures.

- Provides sequential and realistic activities in terms of quantity, scientific rigor, and effectiveness to achieve the objectives in the time period.

- Provides appropriate survey research methods, data management and quality

a. **Header Information**

The header information must be included on every page. Include your agency name. The agreement number, 06-55456, has been provided. (Note: these two fields do not show up on the attachment or appendix sample, but the fields are available on the template provided). The Project Name, American Indian and Alaskan Native Rural California Tobacco Use Survey, has been provided. The Revision Date January 25, 2007, has been provided. Leave Report Period blank.

b. **Column 1: Objectives/Activities**

Objective: Enter sequentially the time-limited objectives related to the project components outlined in II. Scope of Work (page 7, Survey Plan [i.e., Sample Design, Data Collection and Preparation Plan, Analytic Plan, Reports and Deliverables]).

Activities: Following each objective, describe the activities to be conducted to achieve the objective. Use an annotated outline format in chronologic order to describe the activities, and include the following:

What will be done (e.g., sample design, data collection instrument development, data collection methods, data management, quality control, data analyses, collaboration activities, report preparation, and delivery of datasets to CDHS/TCS).

How much will be done (ranges are acceptable). Quantify the amount of work to be performed in order to justify the budget request. Indicate the length and frequency of activities, as appropriate.

Where activities will occur (e.g., location of data collection).

c. **Column 2: Copyright ©**

Place a copyright sign (©) next to each deliverable that is subject to copyright laws. This includes data collection instruments and protocols, educational materials and reports. Refer to Appendix B for more information regarding copyright of materials produced and Intellectual Property Rights.

d. **Column 3: Percent Deliverable**

A deliverable reflects tangible products and services developed or conducted under the agreement, such as survey instruments and protocols, data collection and analysis, and reports. Planning steps, attending meetings, staff hiring processes, etc., are not deliverables. For each deliverable, indicate the programmatic value with a percentage that reflects staff and budget resources used to produce that deliverable (inclusive of staff time and proportional support costs, and subcontracts as appropriate).

The total of the percentages assigned in the SOW must equal 100 percent, must be in increments of 0.5 percent, and no project deliverable may be assigned a percentage of less than 0.5 percent.

The percentage assigned to each deliverable should be determined carefully, as it is used to help determine the maximum amount the Contractor will be paid at the end of the agreement term.

At the end of the agreement, CDHS/TCS will determine whether any deliverable was not fulfilled in its entirety, or whether the quality of it was unsatisfactory, and may reduce the maximum amount payable to the Contractor accordingly.

e. **<u>Column 4: Start/End Date</u>**

Provide a time frame by giving a start and end date for each activity in six month increments (e.g., 07/07-12/07, 01/08-06/08).

f. **<u>Column 5: Who is Responsible</u>**

Indicate the staff position, subcontractor, or consultant responsible for each activity. The positions must correspond to the position titles used in the Budget Justification. You may abbreviate position titles (e.g., RS for Research Scientist).

g. **<u>Column 6: Tracking Measures</u>**

List the items used to document and verify that project activities are completed. The tracking measures should include, but not be limited to the following deliverables: survey instrument and pilot test results, description of the sampling plan, survey protocol, institutional review board approval, survey schedule, interviewer recruitment and training documents, final dataset, analyses and preliminary report, and final report. Additional examples of other tracking measures include number of interviewers trained, record of coordination with clinics (if applicable) or communities, survey logs, and number of surveys administered in particular clinics (if applicable).

h. **<u>Columns 7-8: For Progress Report Use Only</u>**

Leave blank.

7**. Budget and Budget Justification** (No attachment provided)
(no page limit) = 30 points

Funding preference is based on the following criteria:

- Propose a budget and budget justification that follows the RFP instructions.
- Ensure that all formulas and totals are correct.
- Provide sufficient justification detail in the narrative position descriptions and connect the staff positions to activities in the SOW.
- Propose reasonable personnel and consultant costs that are similar to State Civil Service Classifications.

- Provide a cost-effective justification for operating expenses (general expenses, travel, subcontracts, other costs) with enough narrative detail that connects the operating budget to SOW activities.

a. **Budget Justification Instructions**

The Budget Justification: 1) describes and justifies the expenditures associated with the activities in the SOW; and 2) helps evaluate the SOW and Budget. Please refer to Appendix F for the required Budget Justification format. This format is required to maintain a standardized review and audit trail. Please note-this is only a **sample** of how to complete the Budget Justification-all figures in the sample are fictitious.

Prepare one Budget Justification for the entire grant period. Only use whole numbers and round to the nearest dollar. When you complete the Budget Justification, transfer the totals to the Budget page.

The budget justification must be a reasonable and realistic expense plan for the project term. The agreement term is for twenty-four (24) months and is effective from July 1, 2007 to June 30, 2009.

When preparing the Budget Justification, take into consideration changes that may occur due to programmatic or administrative needs. For example, the number of staff may increase/decrease as program intensity fluctuates. Keep in mind funds that are unspent in one FY will not be available for use in the following FYs.

A budget justification Excel template is provided as an ***option*** to creating your own justification. You are not required to use this template. The template can be accessed at http://www.dhs.ca.gov/tobacco/html/funding.htm, RFP 06-55456 Supplemental Materials.

Budgets must be prepared and spent on a FY cycle as required by the State Department of Finance. Funds not spent in one FY will not be available for use in the following FY(s). It is imperative that Contractors prepare realistic and accurate FY Budgets based on the timelines and activities in your SOW.

The Budget Justification instructions provides information on standard line item expenses within each of the categories. However, additional line item expenses may be added based on the SOW needs and required activities within the proposed project. See Appendix E, Budget Justification Sample.

The Budget Justification must consist of four (4) columns:

- One narrative column that provides the information requested below for each of the category and line items,

- Two columns depicting the category and line item expenses for each FY period, and
- One column that displays the Total Expenses.

(1) **Personnel Costs**

This category of the Budget Justification provides detail on the following:

(a) Position Title:

List all position classifications or functional titles for positions in the contract. Management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper, etc.) budgeted at less than ten percent should not be included in the Salary Costs category, but should be included in the Indirect Expenses category. Any applicant having an established policy that includes such positions in the Salary Costs category must indicate and attach a copy of the policy to the Budget Justification. Submission of an established policy does not approve personnel listings. CDHS/TCS will make determinations on positions during negotiations.

(b) Salary Range:

Identify the actual salary range and the frequency of pay periods (monthly, semi-monthly, bi-weekly, weekly, hourly) for each position. The salary range shall reflect the frequency that the employee is actually paid. Do not use annual salaries. Whether part-time or full-time, enter the low-end and high-end of the full-time salary range for each position listed. Make sure the high-end of the salary range allows for any anticipated salary increases (e.g., Cost of Living Allowance [COLA], performance or merit salary adjustments) for each position. Examples of actual salary ranges are: $3,000-$4,100 per month, $1,500-$2,050 per semi-monthly pay period, $600-$750 per bi-weekly pay period, $300-$375 per week, $15-$20 per hour, etc.

Pursuant to Section 3.17.1 of the State Contracting Manual, salaries paid to agency staff shall not exceed those paid to State personnel for similar positions/classifications. See Appendix F for a listing of Comparable State Civil Service Classifications.

If any proposed salary exceeds the State personnel salaries, justify the reason and necessity for the higher rate. Any such justification will receive close review by the State, and

must be approved in writing by the State. CDHS/TCS may request additional information during contract negotiations.

(c) Percent of Full Time Equivalent (FTE):

For each position indicate the percent of FTE, in whole numbers, or the total hours per pay period. For example, a full-time employee is 100 percent time, an employee who works 20 hours of a 40-hour work week is 50 percent FTE. For hourly employees estimate the total number of hours per pay period (allow for low and high working cycles). If the amount of FTE for some positions varies from month to month, enter a percent of FTE **range** (e.g., 30-40 percent, or 10-20 hours per pay period, etc.).

FULL TIME EQUIVALENT = 2080 Hours Annually

(d) Pay Periods:

Indicate the number of pay periods for which payment shall be claimed. Pay periods are defined as follows:

Monthly = 12 pay periods per year
Semi-monthly = 24 pay periods per year
Bi-Monthly = 26 pay periods per year
Weekly = 52 pay periods per year
Hourly = "X" number of hours per pay period *(do not use percents of time if a position is paid hourly).*

(e) Description of Duties:

Provide a brief description of the duties, responsibilities, and activities to be performed by each position in support of this agreement. If staff are salaried higher than comparable state employees; then justify higher salaries by including the specialized skills, training, or education and the justification of work that will be performed.

(f) Amount Requested:

Calculate and list the dollar amount requested for each position. (Salary X percent of time X number of pay periods = Total for position).

NOTE: The total amount requested cannot be:

- ***Less than the lowest dollar amount computed by multiplying the low-end of the salary range by the low end of the percent of time by the lowest number of pay periods, or***

- ***Greater than the highest dollar amount computed by multiplying the high-end of the salary range by the high-end of the percent of time by the highest number of pay periods.***

(g) Total Personnel Costs:

Add all position dollar amounts requested to compute the Total Salary Costs.

(2) **Fringe Benefits**

Refer to Appendix G, Contract Uniformity, for specific allowable Fringe Benefits. Please note that Fringe Benefits **do not** include employee leave (e.g., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training), as these are to be included in each position's salary. List the benefits that your agency provides. If applicable, identify positions that will not receive benefits with an asterisk (*). List the percentage rate and the dollar amount requested for Fringe Benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range (e.g., approximately 20 to 25 percent).

Total Personnel Expenses: Add the Total Personnel Costs and Fringe Benefits to compute the Total Personnel Expenses.

(3) **Operating Expenses**

NOTE: Items (a) and (f) below must appear in every Budget Justification. If there are no expenses related to these line items, please enter zero.

(a) TCS Communications Network (PARTNERS):

All funded Contractors are **required** to budget for this item and are required to obtain and maintain an active Policy Advocacy Resource Tobacco Network Education Response System (PARTNERS) account. While there is no charge to CDHS/TCS Contractors for the PARTNERS' subscription, your agency must budget for an Internet access provider. If you choose not to budget for this line item, as the Contractor you must provide an explanation as to how you will access PARTNERS (i.e., agency has local area network with automatic access to the internet).

(b) Space Rent/Lease:

Provide the total number of square feet to be charged to this agreement and the cost per square foot for personnel/office space. Allow for any anticipated rate increases during the agreement term. Multiply these figures by the number of months in the Budget period to obtain the subtotal.

- Personnel/office space: Square footage shall not exceed 150 square feet per FTE plus reasonable square footage for shared/common space such as conference rooms, storage space, bath rooms, break rooms, etc.

  Provide the total number of square feet and the budgeted amount to be charged to this agreement. Consider any rate increases during the agreement term. If the total square footage per FTE exceeds State standards, then justify the need for the additional space.

  Example:

  2 FTE X 150 sq. ft. X $1.25/sq. ft. X 12 mo. = $4,500
  2 FTE X 150 sq. ft. X $1.50/sq. ft. X 12 mo. = $5,400

  Total for 24 mos. = $9,900

(c) General Expenses:

Include in this line item expenses for Office Supplies, Postage, Duplicating, and Communications.

(i) *Office Supplies:* This expense is for general office supplies (e.g., pens, pencils, paper, etc.). Equipment, travel expenses, etc., are not considered office supplies.

(ii) *Postage:* This expense is for postage for correspondence and other materials.

(iii) *Duplicating:* This expense is for “in-house” duplicating and reproducing. The duplicating is internal and routine, usually for small office jobs. This can include the Contractor's share of the copy machine usage. It can also include copier maintenance agreements, copier supplies such as paper, toner, etc. (Duplicating supplies such as paper, and toner may be included in either the Office Supplies line item or the Duplicating line item, but should not be included in both.)

(iv) *Communications:* This expense refers to the installation and any monthly charges related to the telephone system including any 1-800 phone numbers and FAX line costs, etc.

Cellular phones and monthly access fees are not authorized for this agreement.

Total General Expenses: Add Items (i) through (iv) to compute the Total General Expenses.

(d) Printing:

Printing refers to the costs for printing and reproduction; this is usually for larger jobs completed by outside vendors, e.g., brochures, leaflets, posters, forms, surveys, flyers, information to participating clinics, etc.

(e) Equipment Rental:

List all rental equipment charged to the agreement, justify each item, and provide the monthly rental rate for each item, number of rental months, and the approximate dollar amount as required for the agreement term. Examples of rental items are computer and desk top office equipment and copy machines.

NOTE: "Renting/Leasing to own, Purchase/Leaseback, and Lease/Purchase" of equipment is not allowed.

(f) Audit Expenses:

NOTE: Based on your agency's policy you may budget for audit expenses in either the operating expense category or the indirect costs category.

The Contractor is required to conduct an audit in accordance with the requirements specified in the Federal Office of Management and Budgets Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations." The Budget amount should represent the proportionate percentage of this agreement in relationship to your agency's total revenue. For example, if this agreement represents ten percent of the agency's total revenue, then this agreement would be responsible for no more than ten percent of the total annual audit costs. In the justification, provide the dollar amount allocated for the audit, how you arrived at this figure, the percentage this agreement represents compared to your business' total revenue, and identify the FY in which you operate (e.g., July 1 through June 30). **When combined, this Audit Expense line item plus the Indirect Expenses line item must not exceed 25 percent of your Total Personnel Expenses (Personnel Costs plus Fringe Benefit line item amounts).** Contractor's choosing not to allocate funds for audit purposes must provide a written justification indicating how they intend to comply with the audit requirement.

(g) Continue to add line items if needed, numbering sequentially following Audit Expenses. Please list them individually and be specific. Provide enough information to justify each additional line item.

Total Operating Expenses: Add all Operating Expense line items in order to compute the Total Operating Expenses.

(4) **Equipment Expenses**:

Due to the limited availability of funds for this RFP, the Equipment category will be limited to software purchases only. Software purchases will be considered on an individual basis and will depend upon the need of the Contractor and approval of CDHS/TCS.

List all software purchases, justify each item, and provide the approximate dollar amount. Justify the need for <u>each</u> software purchase.

(5) **Travel/Per Diem and Training**:

Travel and training are to be consistent with the needs of the evaluation project and supportive of the SOW. **Travel is reimbursed at the current State Department of Personnel Administration rates. See Appendix H, Travel Reimbursement Information. Additionally, State funds may not be used for out-of-state travel, per diem and training/conferences without prior written approval by CDHS/TCS. Travel funds may only be used for staff designated on the project.**

NOTE: The following line items must appear in every Budget Justification in the order presented here. If there are no expenses related to these line items, enter zero.

(a) Project Travel/Training:

(i) Project Travel: Includes airfare, meals, lodging, incidental expenses, and mileage which are necessary to implement your SOW (e.g., to conduct surveys, to attend local meetings or trainings, etc.). Provide the approximate dollar amount requested for project travel that is directly related to completion of the SOW.

(ii) *Project Training:* Includes registration fees for staff development or any other additional training events for professional and clerical staff necessary for the completion of activities in the SOW. Training may include courses on computer software, meeting facilitation, planning, leadership, etc. Provide the dollar amount requested for project training costs that are related to completion of the SOW.

(b) Optional CDHS/TCS Travel/Training:

(i) There are no optional CDHS/TCS Travel/Trainings applicable to this RFP process; therefore, place a $0 in this sub-line item in the budget justification.

(c) Required CDHS/TCS Travel/Training:

(i) *Face-to-Face Meetings with CDHS/TCS:* Budget for the Project Director and one project staff member to attend two to three face-to-face meetings over the term of the agreement. It is anticipated that one meeting will be held in FY 2007-08 and two meetings will be held in FY 2008-09. All meetings will be held in Sacramento, California. Meeting topics may include survey development, discussion of survey findings, and discussion of presentation of survey findings at various meetings/conferences.

(ii) Budget $375 per person for a maximum of two people to attend. The $375 for travel/per diem includes one night of lodging and airfare.

(iii) *Project Directors' Meeting (PDM):* This is typically a two-to three-day conference for two to three program staff. Budget this expense in FY 2008-09.

Budget $1,200 per person ($1,000 for travel/per diem and $200 for registration) for a maximum of two to three program staff to attend.

(iv) *Evaluation Task Force Meetings:* This annual meeting is typically a two-day meeting for contractors to discuss their findings to a group of elite evaluators that advise CDHS/TCS. The Contractor awarded will attend this meeting in FY 2007-08 and in FY 2008-09 to discuss the survey findings.

(v) Budget $750 per person for a maximum of two people to attend. The $750 for travel/per diem includes two nights of lodging and airfare.

(d) Out-of-State Travel:

Identify any possible out-of-state trips. Include the amount budgeted, number of staff, and purpose. All out-of-state travel not approved through this budget process will require written CDHS/TCS approval. However, final approval of any out-of-state travel will be contingent upon participating in the conference as a presenter, panel member, speaker, etc. The following out-of-state travel is optional during this agreement term:

(i) *National Conference on Tobacco or Health* ***(optional)***

Contractors budgeting for this conference must be session presenters at the conference in order to attend. Contractors must submit to CDHS/TCS the documentation from the National Conference Committee to verify participation.

Budget $1,700 per person ($1,100 travel/per diem and $600 registration) for one to two staff to attend the National Conference on Tobacco or Health. The Conference will be held in Minnesota during the summer of 2007-08. Estimate for expenses in the FY 2007-08 budget.

Total Travel Expenses: Add all Travel Expense line items in order to compute the Total Travel Expenses.

(6) **Subcontracts and Consultants**:

(a) Subcontracts are usually for long term projects needing salaried positions, fringe benefits, operating expenses, indirect costs, etc. The subcontractor must provide a specialized task that is directly related to the Rural California American Indian/Alaskan Native Tobacco Use Survey activities (e.g., Tribal Health Center Interviewers). The subcontractor's salary must not exceed those paid to State personnel for similar positions/classifications. See Appendix F for a list of Comparable State Civil Service Classifications.

Additionally, for each subcontractor listed, prepare and submit a separate Budget and Budget Justification using the format provided in Appendices D and E. The subcontractor's line item Budget must follow the same format and instructions as the prime Budget Justification and Budget page. However, a narrative that describes the activities to be performed and a budget amount may be submitted if the subcontractor is unknown at this time.

The concept of the subcontracts in the RFP will be reviewed by the assigned application reviewers. Prior to reimbursement, DHS/TCS must review and approve subcontract agreements costing $5,000 or more.

Note: Subcontractor Indirect Costs shall not exceed 25 percent of their Personnel Expenses (Personnel Costs plus Fringe Benefit line item amounts).

(b) Consultants are individuals whose level or area of expertise relating to Rural California American Indian/Alaskan Native Tobacco Use Survey specialized skills, formal education and professional experience extend beyond that possessed by the applicant's staff. Typical services provided by a consultant are professional advisement on programmatic issues (e.g., group facilitator, in-service training, program design and development, program evaluation, etc.). The rate should be commensurate with the consultant's level of education, training, expertise, and national recognition. **Every effort must be made to negotiate the lowest possible cost**. Consultants listed in the Budget Justification must also be referenced in the SOW.

For each consultant, provide the consultant name (or descriptive title if consultant is unknown), hourly rate, number of hours to be worked (e.g., per week, per month, per year, etc.), total cost, and brief description of the specific activities to be performed in the Tobacco Use Survey.

Remember: CDHS/TCS must review and approve consultant agreements costing $5,000 or more prior to reimbursement.

- If Subcontractor/Consultant is known: Provide the name of the individual or entity, description of activities to be performed, period of time, and total cost for services. Subcontractors listed in the Budget Justification must also be referenced in the SOW.

- If the Subcontractor/Consultant is unknown: Indicate the generic title, (e.g., survey group, Evaluator, etc.), and provide a narrative that describes the activities to be performed, and the amount. Subcontractors listed in the Budget Justification must also be referenced in the SOW.

- **Prime Contractor's Subcontractors: The maximum indirect expense is 25 percent of Total Personnel Expense (includes total personnel and fringe benefits).**

- Total Subcontract/Consultant: Add all subcontract and consultant line item amounts to compute the Total Subcontract/Consultant.

(7) **Other Costs**:

(a) Incentives are items of recognition (gift cards or other non-cash compensation) that may be provided to participants to ensure survey maximum response rates. One possible method is to present the individual participant with a $10 incentive. In addition, individual Tribal Health Centers or Tribal Offices could receive a $40 incentive if 80 percent of the surveys are returned and another $10 incentive if 90 percent or above of the surveys are returned. Incentives should be budgeted and included in the SOW. The above is an example and may not necessarily be the structure decided by the contractor to induce maximum survey completion.

Make sure incentive items listed in the Budget Justification are also referenced in the SOW. Briefly describe the incentive plan, award levels and type (purchased item), and the total budgeted amount.

(b) This category allows for additional line item expenditures that otherwise are not listed in this sample Budget Justification. If you use additional line items under Other Costs, list them individually and be specific. Provide enough information to justify each additional line item. All expenditures for items listed under this category must support activities in the SOW. Provide justification and the amount requested for each additional line item expenditure.

Total Other Costs: Add all line item amounts in this category to compute the Total Other Costs.

Total Direct Expenses: Add Total Personnel Costs, Total Operating Expenses, Equipment, Travel/Per Diem and Training Expenses, Total Subcontracts, and Total Other Costs to compute the Total Direct Expenses dollar amount requested.

(8) **Indirect Expenses**:

Indirect Expenses are defined as expenses not directly associated with the agency's deliverables, and **shall not exceed 25 percent of the Total Personnel Expenses line item dollar amount (Personnel Costs plus Fringe Benefits)**. Examples of Indirect Expenses are: management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs, and any expenses related to the mandatory annual Financial and Compliance audit, if not included in the Operating Costs category.

Identify and list all Indirect Expenses to be charged to this agreement, and determine the dollar amount proposed. Calculate the Indirect Expenses Percentage Rate (divide the dollar amount requested for Indirect Expenses by the dollar amount requested for the Total Personnel Cost). List the calculated percentage range for Indirect Expenses and the total dollar amount requested.

Note: Costs associated with the annual Financial and Compliance Audit may either be budgeted in this line item or budgeted in the Audit line item in the operating expense category. If audit costs are budgeted in the operating expense, the Audit Expense line item plus the Indirect Expenses line item must not exceed 25 percent of the of the Total Personnel Costs line item.

Total Expenses: Add items (1)-(8) to compute Total Expenses.

b. **Budget Page Instructions**

(1) **Budget Page Instructions**:

The Budget Sample, Appendix D, is a summary of the expenses described in the Budget Justification. It must be reasonable, realistic, cost-effective, and appropriate to the proposed SOW. The Budget is the controlling mechanism for expenditures and the basis for approval of invoices.

Prepare one Budget page that reflects the individual budgets for each FY of the agreement term. Using the required Budget format provided in Appendix D, Budget Sample, transfer the figures from the Budget Justification for each of the FYs. Only use whole numbers and round to the nearest dollar. The approved Budget will be incorporated into the agreement.

A budget page Excel template is provided as an option to creating your own budget page. You are not required to use this template. The template can be accessed at http://www.dhs.ca.gov/tobacco/html/funding.htm RFP 06-55456, Supplemental Materials.

(2) **Budget Page Format**:

(a) Prepare one budget page for each of the following periods of time. See Appendix D, Budget Sample:

July 1, 2007 to June 30, 2008; and
July 1, 2008 to June 30, 2009.

(b) Each of the Budget pages must contain all eight (8) expense categories:

1. Personnel Costs;
2. Fringe Benefits;
3. Operating Expenses;
4. Equipment Expenses;
5. Travel/Per Diem and Training;
6. Subcontract/Consultant;
7. Other Costs; and
8. Indirect Expenses.

(c) Provide only one Budget page for each FY. If you are unable to itemize the entire complete budget category on one page, you are to establish an attachment page, i.e., Attachments I(a), I(b), or I(c). Examples of categories that may require an attachment page are: Personnel, Subcontract/Consultants, and Other Costs categories. Refer to Appendix E for samples of the correct RFP Budget format required.

c. **Additional Required Forms**

Attachments 5 and 6 require completion/signature by the person authorized to bind the agency. View or download attachments and required forms at the internet site: http://www.dhs.ca.gov/tobacco/html/funding.htm RFP 06-55456.

(1) **Agency Documentation Requirements** (Attachment 5).

(2) **Certification of Non-Acceptance of Tobacco Funds** (Attachment 6).

d. **Appendix**

Include the Curriculum Vitae of key professional staff as indicated in Section II of this RFP.
For your convenience, fillable electronic forms are available at http://www.dhs.ca.gov/tobacco/html/funding.htm, RFP 06-55456, Supplemental Materials.

VI. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

APPENDIX **PAGE**

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

BEVERAGES

Coffee

General Foods International Coffees
Gevalia
Maxim
Maxwell House
Sanka
Starbucks*
Yuban

Frozen Treats

Mr. Freeze
Kool-Aid Slushies

Powdered Soft Drinks

Country Time
Crystal Light
Kool-Aid
Tang

Ready-to-Drink

Capri Sun*
Country Time
Crystal Light
Kool-Aid Bursts
Tang
Total Balance

CONVENIENT MEALS

Bacon

Oscar Mayer
Louis Rich

Cold Cuts

Oscar Mayer
Louis Rich

Dinner Kits

Stove Top Oven Classics
Taco Bell*

Frozen Pizza

California Pizza Kitchen*
DiGiorno
Jack's
Tombstone

Hot Dogs

Oscar Mayer

Lunch Combinations

Lunchables

Macaroni & Cheese Dinner

Kraft
Kraft Easy Mac
Velveeta

Meat Alternatives

Boca

Meat Snacks

Tombstone

Pastas and Sauces

DiGiorno

CHEESE

Cold Pack Cheese

Woody's

Cottage Cheese

Breakstone's
Knudsen
Light n' Lively

Cream Cheese

Philadelphia
Temp-tee

Grated Cheese

Kraft

Natural Cheese

Athenos
Churny
Cracker Barrel
DiGiorno
Handi-Snacks

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Harvest Moon
Hoffman's
Kraft
Polly-O

Process Cheese Loaves

Kraft Deluxe
Old English
Velveeta

Process Cheese Sauce

Cheez Whiz

Process Cheese Slices

Kraft Deli Deluxe
Kraft Free Singles
Kraft Singles
Kraft 2% Milk Singles
Velveeta

Process Cheese Spread

Easy Cheese

GROCERY

Baking Chocolate/Coconut

Baker's

Baking Powder

Calumet

Barbecue Sauce

Bull's-Eye
Kraft

Breakfast Beverage

Postum

Coating Mix

Shake ‘n Bake
Oven Fry

Condiments

Grey Poupon
Kraft
Sauceworks

Cooked Cereal

Cream of Wheat

Cereal Bars

Nabisco

Dips

Kraft

Dog Biscuits

Milk-Bone

Dry Packaged Desserts

Dream Whip
D-Zerta
Jell-O
Minute

Energy Bars

Balance
Oasis Bars

Fruit Preservatives

Ever Fresh

Frozen Whipped Topping

Cool Whip

Ice Cream Topping

Kraft

Margarine

Parkay (Puerto Rico only)

Pasta Salads

Kraft

Pectins

Certo
Sure-Jell

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Pickles/Sauerkraut

Claussen

Pie Crusts

Honey Maid
Nilla
Oreo

Ready-to-Eat Cereals

Post
Alpha-Bits
Banana Nut Crunch
Blueberry Morning
Cinna-Cluster Raisin Bran
Cranberry Almond Crunch
Frosted Shredded Wheat
Fruit & Fiber
Golden Crisp
Grape-Nuts
Great Grains
Honey Bunches of Oats
Honeycomb
Nabisco (Puerto Rico only)
Natural Bran Flakes
Oreo O's
Pebbles*
Raisin Bran
Shredded Wheat
Shredded Wheat ‘n Bran
Spoon Size Shredded Wheat
Toasties
Waffle Crisp
100% Bran

Rice

Minute Rice

Salad Dressings

Good Seasons
Kraft
Seven Seas

Sour Cream

Breakstone's
Knudsen

Spoonable Dressing

Kraft Mayo
Miracle Whip

Steak Sauce, Marinade, Worcestershire

A. 1.

Stuffing Mix

Stove Top

Toaster Pastries

Kool Stuf

Yogurt

Breyers*
Jell-O
Light n' Lively

Snacks

Cookies
Barnum's Animals
Biscos
Café Creme
Cameo
Chips Ahoy!
Crispin (Puerto Rico only)
Dad's
Danish (Puerto Rico only)
Famous Chocolate Wafers
Family Favorites
Old Fashioned
Ginger Snaps
Hony Bran (Puerto Rico only)
Konitos (Puerto Rico only)
Lorna Doone
Mallomars
Marshmallow Twirls
Nabisco (Puerto Rico only)
National Arrowroot
Newtons
Nilla
Nutter Butter
Oreo
Peak Freans
Pecan Passion
Pecanz
Pinwheels
SnackWell's
Social Tea
Stella D'oro
Sweetie Pie (Puerto Rico only)
Teddy Grahams
Wild Thornberry's

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

***Crackers**

Air Crisps
Better Cheddars
Cheese Nips
Club Social (Puerto Rico only)
Crown Pilot
Doo Dad
Flavor Crisps
Harvest Crisps
Honey Maid
Nabisco Grahams
Nabs
Premium
Ritz
Royal Lunch
SnackWell's
Stoned Wheat Thins
Sportz (Puerto Rico only)
Sultana (Puerto Rico only)
Triscuit
Uneeda
Wheatsworth
Wheat Thins
Zwieback

Ice Cream Cones

Comet Cups

Packaged Food Combinations

Handi-Snacks
Lunchables

Refrigerated Ready-to-Eat Desserts

Jell-O
Handi-Snacks

Snack Nuts

Corn Nuts
PB Crisps
Planters

Sugar Confectionery

Altoids
Callard & Bowser
CremeSavers
Jet-Puffed
Kraft Caramels
Life Savers
Milka L'il Scoops
Nabisco Fun Fruits
Terry's
Tobler
Toblerone
Trolli

Miller Brands**

Miller Beer
Miller Genuine Draft
Miller High Life
Sharp's non-alcohol brew
Milwaukee's Best
Meister Brau
Magnum Malt Liquor
Henry Weinhard's
Hamm's
Olde English 800 Malt Liquor
Mickey's Malt Liquor
Red Dog
ICEHOUSE
Southpaw
Leinenkugel
Celis
Pale Rider
Shipyard Export Ale
Goat Island Ale
Fuggles Pale Ale
Old Thumper Extra Special Ale
Blue Fin Stout
Longfellow Ale
Mystic Seaport Pale Ale
Chamberlain Pale Ale
Sirius
Prelude Ale
Molson
Foster's Lager
Sheaf Stout
Presidente
Shanghai

*Kraft is the distributer for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.
-California Pizza Kitchen is a trademark owned and licensed by California Pizza Kitchen, Inc.
-Jenny Craig is a registered trademark of Jenny Craig, Inc., used under license.
-Pebbles is a registered trademark of Hanna-Barbera Productions, Inc. Licensed by Hanna-Barbera Productions, Inc.
-Starbucks is a registered trademark of Starbucks U.S. Brands Corporation.
-Nickelodeon and all related titles, characters and logos are trademarks owned and licensed by Viacom International Inc. All rights reserved.
-Taco Bell is a registered trademark owned and licensed by Taco Bell Corp.

**Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

TOBACCO SUBSIDIARY PRODUCTS
United States Smokeless Tobacco Company

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Wines

Chateau Ste. Michelle
Columbia Crest
Domaine Ste. Michelle
Villa Mt. Eden
Conn Creek
Northstar
Snoqualmie

INTELLECTUAL PROPERTY RIGHTS

The following is the intellectual property rights language in the California Department of Health Services, Tobacco Control Section (CDHS/TCS), grant:

a. Contractor shall grant to CDHS/TCS, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this agreement that is not fixed in any tangible medium of expression.

b. Subject to terms, conditions, and limitations contained in this agreement and subject to the performance of all terms and conditions stated in this agreement, CDHS/TCS grants to the Contractor a non-exclusive license to use, duplicate, distribute, and permit others to use works created, produced, or developed under this agreement for the purpose of carrying out the terms and conditions of this agreement, consistent with any limitations set forth in this agreement.

c. If the Contractor enters into any agreement or subcontract with another party in order to perform this agreement, Contractor shall require the other party to grant CDHS/TCS ownership in any original work or authorship created, provided, or produced by the subcontractor, Contractor or CDHS/TCS under this agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.

d. During the contracting phase of this process, CDHS/TCS shall negotiate with the Contractor to determine the number of camera-ready and completed versions of each deliverable CDHS/TCS will receive. It is anticipated that CDHS/TCS will use deliverables in future tobacco control programs.

e. Ownership

(1) Except where CDHS/TCS has agreed in a signed writing to accept a license, CDHS/TCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.

(2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of CDHS/TCS’ Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of CDHS/TCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDHS/TCS. **Except as otherwise set forth herein, neither the Contractor nor CDHS/TCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDHS/TCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDHS/TCS in the third-party’s license agreement.

(4) Contractor agrees to cooperate with CDHS/TCS in establishing or maintaining CDHS/TCS’ exclusive rights in the Intellectual Property, and in assuring CDHS/TCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDHS/TCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDHS/TCS and which result directly or indirectly from this agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDHS/TCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDHS/TCS’ Intellectual Property rights and interests.

f. Retained Rights/License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to CDHS/TCS without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-ternminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to

sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDHS/TCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

g. Copyright

(1) Contractor agrees that for purposes of copyright law, all works (as defined in Section a, subparagraph (2)(a) of this provision) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS/TCS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement, shall include CDHS/TCS' notice of copyright, which shall read in 3mm or larger typeface: "© 2005, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

h. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS/TCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to CDHS/TCS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS/TCS in securing United States and foreign patents with respect thereto.

i. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDHS/TCS' prior written approval; and (ii) granting to or obtaining for CDHS/TCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and CDHS/TCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to CDHS/TCS.

j. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this agreement.
(b) It has secured or will secure all rights and licenses necessary for its performance of this agreement.
(c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement will infringe upon or violate Any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDHS/TCS in this agreement.
(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

(2) CDHS/TCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

k. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDHS/TCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products. ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property, infringement, or any other type of actual or alleged infringement claim, arising out of CDHS/TCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS/TCS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this agreement. CDHS/TCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS/TCS.

(2) Should any Intellectual Property licensed by the Contractor to CDHS/TCS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS/TCS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS/TCS. CDHS/TCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS/TCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonable available, CDHS/TCS shall be entitled to a refund of all monies paid under this agreement without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDHS/TCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS/TCS would suffer irreparable harm in the event of such breach and agrees CDHS/TCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

l. Federal Funding

In any agreement funded in whole or in part by the federal government, CDHS/TCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

m. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

Exhibit A

Scope of Work Instructions Sample

Grantee Name: Agency XYZ
06-55456

Project Name: American Indian/Alaskan Native Rural California Tobacco Use Survey	**Revision Date: January 25, 2007**				**Report Period:** *Leave Blank*		
						For Progress Report Use Only	
Objectives/Activities/Evaluation In outline format state each objective first, and then describe the activities and number accordingly. Please refer to the RFP instructions for the required objectives and activities that should be included in your Scope of Work.	**©** **Copyright**	**%** **Percentage**	**Start/ End Date**	**Responsible Party**	**Tracking Measures**	**Document Number/ Letter**	**Actual Date(s) Completed**
Headings: Group activities under headings in the following order: □ **Sampling Plan** □ **Analysis** □ **Dissemination** □ **Report** **List related activities chronologically below each heading.** **Activities: Use an outline format to describe the activities to be conducted to achieve the objective. List these in chronological order. The description should include:** □ **What will be done (e.g., develop instruments, pilot test new instruments and protocols, prepare sampling plan, develop data collection methods, conduct surveys/interviews, prepare analytic plan, collaborate with XYZ organization to perform [a task], prepare report, delivery data set to TCS, etc). Be sure to include all the required deliverables.** □ **Where activities will occur (e.g., location of data collection).** □ **How much will be done (e.g., sample size).**	Enter the sign "©" if the activity involves development of a product subject to copyright laws, such as a report manual, etc.	For each program deliverable, indicate a percent between 0.5% and 100% that reflects staff and budget resources. This column must total 100%.	List the start and end dates that you will complete the activities. For required activities, include the dates already provided in the RFP instructions.	Identify who is responsible for conducting or participating in the major activities. Please list the same position title used in the Budget Plan. If using acronyms, please indicate what the acronym stands for.	Describe the tracking measures which document that the process oriented activities were completed. Examples of tracking measures include: sign-in sheets, press releases, survey instruments, evaluation reports, etc. Some tracking measures, such as meeting notes, individual registration forms completed, and others may be kept "on file in office." Place a plus sign (+) beside the tracking measure you would like to keep on file in your office. <u>These items must be on file in the event of an audit</u>.		

APPENDIX D
Agency Legal Name
06-55456

BUDGET SAMPLE

Exhibit B, Attachment D
Budget
(Year 1)
(07/01/07 – 06/30/09)

Personnel

Position Title and Number of each	Salary Range	FTE %	Annual Cost	
____________________________	$__________	_____	$________	
			Total Personnel	$________

Fringe Benefits ([X] % of applicable Personnel) $________

Operating Expenses

Expense Description	Cost
1.TCS Communications Network	$________
2. Space Rent/Lease:	
a. Agency: ___sq. ft. @ $ ____ft.	$________
3. General Expenses	$________
4. Printing	$________
5. Equipment Rental	$________
6. Audit Expenses	$________

Total Operating $________

Equipment

Equipment Description	# of Units	Unit Cost	Total Cost
1.	1	$________	$________

Total Equipment $________

Travel $________

Subcontract/Consultant:

Name of Subcontractor: e.g. ABC Market Survey Corporation (If Subcontractor is **known**)

Pers & F.B.	Oper Exp	Equip	Travel	Sub/Con	Other	Indirect	Total Costs
1. $_______	$_____	$___	$___	$____	$____	$_____	$_______

Or **Total Costs** $________

Name of Subcontract/Consultant Project (If Subcontractor is **unknown**):

2. e.g. Database Consultant $_______

Total Subcontracts/Consultants $________

Other Costs

Item Description	Cost
1. Incentive Items	$________

Total Other Costs $________

Indirect Costs ([X]% of Personnel Cost and Fringe Benefits) $________

Total Costs **$________**

BUDGET JUSTIFICATION SAMPLE

NOTE: THIS IS A SAMPLE PROVIDED TO GIVE THE APPLICANT AN INDICATION OF THE FORMAT AND DETAIL REQUIRED TO JUSTIFY PROPOSED BUDGET EXPENSES.

ABC Evaluation Services, Inc.
Budget Justification
July 1, 2007 to June 30, 2009 (24 Months)

	AMOUNT REQUESTED		
	Period 07/01/07 to 06/30/08	*Period 07/01/08 to 06/30/09*	*Total*
A. **PERSONNEL COSTS**			
The following salaries, percents of time/number of hours per pay period, and number of pay periods are for illustration only.			
1. **Project Director**: ($4,746-$5,768 per month) x (100% FTE) x (24 months)	$ 9,492	$56,952	$126,240

Project Director responsibilities include overall supervision of the project. Insures schedules and deadlines of contract obligations are met. Includes: Project/contract over-site and management. Supervision of primary staff and subcontractors and consultants. Liaison and progress reporting to TCS Data Analysis and Evaluation Unit and the TCS Contract Manager. Supervises quality control of the project evaluation and preparation of the evaluation analysis.

BUDGET JUSTIFICATION SAMPLE

	Period 07/01/07 to 06/30/08	Period 07/01/08 to 6/30/09	Total
B. Operating Expenses			
Sample only.			
1. **General Expenses**			
a. Office Supplies: Includes routine office supplies, including paper, stationary, business cards, binders, pens, pencils, etc.; labels and envelopes.			
($200 per mo. X 24 months = $4,800)	*$ 2,400*	*$ 2,400*	*$ 4,800*
b. Communications: Provides routine local and long distance telephone service for XX full-time equivalent staff to conduct business in support of this agreement.			
($2,000 per mo. X 24 months = approx. $48,000)	*$ 24,000*	*$24,000*	*$48,000*
c. Postage/Shipping: Includes routine mailing/shipping, special mailings to participating schools, postage and shipping of routine correspondence, and reports.			
($160 per mo. X 24 months = $3,840)	*$ 1,920*	*$ 1,920*	*$ 3,840*

CONTINUE THE FORMAT FOR THE REST OF THE BUDGET JUSTIFICATION.

COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS

State Classification Title	Comparable Title	Comparable Monthly Salary
Health Education Consultant III Specialist	Project Consultant	$4,746-$5,768
Health Education Consultant II	Senior Health Educator or Assistant Project Director	$4,194-$5,243
Health Education Consultant I	Health Educator or Health Education Assistant	$3,487-$4,346
Administrative Assistant I	Program Coordinator/Assistant	$3,575-$4,347
Office Services Supervisor II	Office Manager	$2,759-$3,355
Management Services Technician	Community Health Worker	$2,632-$3,201
Research Scientist III	Project Director	$5,415-$6,582
Research Scientist II	Evaluation Consultant	$4,960-$5,984
Research Scientist I	Evaluation Consultant	$4,516-$5,448
Associate Governmental Program Analyst	Research Analyst II	$4,111-$4,997
Staff Services Analyst	Data Management Specialist	$2,632-$4,155
Assistant Information Systems Analyst	Data Management Specialist	$2,994-$3,465

CONTRACT UNIFORMITY

(Applicable only to non-profit organizations)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the California Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

2. As used herein, fringe benefits do not include:

    a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
    b. Director's and executive committee member's fees.
    c. Incentive awards and/or bonus incentive pay.
    d. Allowance for off-site pay.
    e. Location allowances.
    f. Hardship pay.
    g. Cost-of-living differentials.

3. Specific allowable fringe benefits include:

    a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance, and the employers share of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

4. To be an allowable fringe benefit, the cost must meet the following criteria:

    a. Be necessary and reasonable for the performance of the agreement.
    b. Be determined in accordance with generally accepted accounting principles.
    c. Be consistent with policies that apply uniformly to all activities of the Contractor.

5. Contractor agrees that all <u>fringe benefits</u> shall be at <u>actual cost</u>.

6. Earned/accrued Compensation.

    a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave, and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs (see example on page 2).
    b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next (see example on page 2).
    c. For single year agreements, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the agreement term, <u>cannot</u> be claimed as an allowable cost (see example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) agreement John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year agreement, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDHS/TCS the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

Travel Reimbursement Information

Mileage Reimbursement Rate Change Effective 7-1-06

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms “contract” and/or “subcontractor” have the same meaning as “grantee” and/or “subgrantee” where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by CDHS/TCS upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

      (1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area (excluding the counties identified below)	$ 84.00 plus tax
Counties of Los Angeles and San Diego	$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	$140.00 plus tax

      Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required. Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	$ 6.00
Lunch	$ 10.00
Dinner	$ 18.00
Incidental	$ 6.00

   d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-or-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDHS/TCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this exhibit.

Travel Reimbursement Information (continued)

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by DPA formal contract amendment will be required to incorporate the new rates. However, CDHS/TCS shall inform the contractor, in writing, of the revised travel reimbursement rates.

3. <u>For transportation expenses, the contractor must retain receipts</u> for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **<u>44.5 cents</u>** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim up to **<u>47.5 cents</u>** per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists…	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	• Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m.	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. At CDHS/TCS' discretion, changes or revisions made by CDHS/TCS to this illustration, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information illustrations is attached, incorporated by reference, or applied by CDHS/TCS program policy.

VII. TABLE OF CONTENTS FOR ATTACHMENTS

ATTACHMENT **PAGE**

PROPOSAL COVER SHEET
RFP 06-55456
AMERICAN INDIAN/ALASKAN NATIVE CALIFORNIA
RURAL TOBACCO USE SURVEY

1. **Applicant Information**:

   Applicant Name ______________________________

   Project Name AI/AN CALIFORNIA RURAL TOBACCO USE SURVEY

   Mailing Address ______________________________

   City/State/Zip ______________________________

   County ______________________________

   Contact Person ______________________________

   Telephone ( ) ____________ FAX ( ) ____________

   E-mail ______________________________

   Federal Taxpayer Identification Number ______________________________

2. **Term of Grant**: July 1, 2007 to June 30, 2009

3. **Total Budget Dollars Requested**: ______________________________

4. The undersigned hereby affirms that the statements contained in the application package are true and complete to the best of the applicant's knowledge and accepts as a condition of a grant, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the Board to sign (e.g., Board of Directors, Superintendent of Schools, etc.):

Signature of
Agency Representative: ______________________________ Date: __________

Print Name and Title: ______________________________

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PROPOSAL CHECKLIST

The following attachments and components must be completed and submitted in the order shown here. Applications that are missing any of these attachments or components will be considered non-compliant and will not be reviewed. Please note that you are not required to submit the Application Checklist.

Attachments and Components	**Check Mark**
• One (1) Original Application	☐
• Six (6) copies of the entire Application	☐
• ➢ Application Cover Sheet (Attachment 1)	☐
• Application Checklist (Attachment 2)	☐
• Table of Contents (Attachment 3)	☐
• Narrative (Five-page maximum)	☐
• Coordination (Five-page maximum, not including Attachment 4)	
• ➢➢ Acknowledgement of Communication Form (Attachment 4) (Minimum two forms)	☐
• Coordination of a Community Planning Group	☐
• Community Planning Scenarios	☐
• Applicant Capability (Ten-page maximum, not including Attachment 5, and Letters of Reference)	
• Program Experience	☐
• Administrative/Fiscal Experience	☐
• Equipment	☐
• Computer Hardware/Software Minimum Specifications (Attachment 5)	☐
• Letters of Reference (Two required)	☐
• Scope of Work, Phase I (Attachment 6)	☐
• Budget Plan, Phase I (Attachment 7)	☐
Additional required forms	
• ➢ Drug-Free Workplace Certification (Attachment 8)	☐
• ➢ Agency Documentation Requirements (Attachment 9)	☐
• Proof of Non-Profit Status	☐
• ➢ Certification of Non-Acceptance of Tobacco Funds (Attachment 10)	☐

NOTE: ➢ Denotes the document requires a signature by the person authorized to bind the applicant agency. Read the documents and allow time to obtain the required signature.

➢➢ Denotes the document requires a signature by the California Department of Health Services, Tobacco Control Section-funded project. Please allow adequate time to obtain the required signature.

Exhibit A
Scope of Work

Grantee Name:

Contract Number:

Project Name:	Revision Date:				Report Period:		
						For Progress Report Use Only	
Objectives/Activities/Evaluation	© Copyright	% Percent	Start/ End Date	Responsible Party	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Objective:							
Activities:							

+ On file in office.

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AGENCY DOCUMENTATION REQUIREMENTS

The California Department of Health Services, Tobacco Control Section (CDHS/TCS), may audit contracts at any time. The documentation required for each audit may typically include, but is not limited to the following:

Fiscal Records

A. General Ledger, Journals, and Charts of Accounts
B. Cash Receipts and Disbursements Journal with Supporting Documents
C. Vendor Invoices to Support Expenditures
D. Program Remittance Advices from State Controller
E. Payroll Records, including, but not limited to, personnel time sheets signed/dated by the employee and supervisor reflecting actual time worked on program.
F. Travel Log, Employee Expense Claims, and appropriate receipts
G. Billing Records (Program Log)
H. State and Federal Tax Withholding Records
I. Financial Statements and Independent Auditor's Report
J. Computation of the Fringe Benefit of Fund Sources
K. Agency wide Budget and Listing of Fund Sources
L. Copies of Monthly Invoices to the State
M. Copies of Reimbursement Warrants and Remittance Advices from the State
N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

Program Records

A. Project Application (submitted in response to this RFP)
B. Contract and Contract Amendments
C. CDHS/TCS Competitive Grantee Administrative and Policy Manual
D. Progress Reports and the Final Report
E. Program Audit Reports of Site Visits
F. Scope of Work
G. Correspondence Regarding the Contract and/or Subcontracts
H. Program implementation records that document the number of people served, materials developed activities conducted, etc. These records may include, but are not limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

Other Records

A. Board of Director's Minutes and Articles of Incorporation
B. Non-Profit Approval Letter/Certification
C. Organization Chart (Agency wide) and Duty Statements
D. Program Correspondence Files
E. Other Program Audits of the Facility

AGENCY DOCUMENTATION REQUIREMENTS

I certify that the above will be available upon request by the CDHS/TCS Program Consultant/Contract Manager and/or Auditors.

Director of Agency:		Agency Financial Management Official:	
Signature	Date	Signature	Date
Print Name and Title		Print Name and Title	

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

____
Company/Organization Name

Please check one of the following:

☐ The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section. Acceptance of such funds during the term of the contract is grounds for termination.

☐ University/Colleges Only

The Principal Investigator of the university or college named above hereby certifies that he/she or any of the investigators associated with (either paid, voluntary, or in-kind) this contract have not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she or any of the investigators associated with this contract will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section. Acceptance of such funds during the term of the contract is grounds for termination.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

Signature	Date	Print Name and Title

COMPUTER HARDWARE/SOFTWARE MINIMUM SPECIFICATIONS

The following hardware/software minimum specifications are necessary to ensure the proposed project has equipment for the purposes of: producing state-mandated progress reports, completing statewide independent evaluation instruments and reports, participating in PARTNERS and OTIS (Online Tobacco Information System).

Type	Minimum	# of Computers which meet the minimum
Hardware		
Processor	2.6 mhz, Pentium IV-class	
Hard Drive	40 Gigabyte	
RAM	512 Megabyte	
Monitor	17”	
Printer	HP Laserjet printer	
Network Card	10/100 ethernet network adapter card	
Peripherals	3.5” Floppy Disk Drive CD Rom + CD/RW Drive	
Modem	Local Area Network (LAN) LAN-based internet access or DSL service if available in area	
Software		
Operating System	Microsoft (MS) Windows 2000 or XP Professional	
Presentation	PowerPoint 2000	
Word Processing	Word 2000 (as part of Office 2000 Professional Suite) ①	
Spreadsheet	Excel 2000 (as part of Office 2000 Professional Suite) ①	
Database	MS Access (as part of Office 2000 Professional Suite) ①	
Broadband Internet Service Provider (ISP)	E-mail and internet access; or through existing LAN, if available.	
Internet Access	Broadband ② if available in area; or LAN internet access, if already available.	
Browsers	Internet Explorer v. 6.0	
Adobe Acrobat Reader	Adobe Acrobat Reader 6.0	
Statistical	Epi info version 3.3 ③	
Antivirus Software	Required (most current version of any brand)	

① - If MS Office 2000 Professional is not available as part of the computer package, MS Office 2002 Professional, MS Office 2003 Professional, or MS Office XP Professional may be considered instead.

② - Such as AOL, Compuserve, Earthlink, MSN, SBC Communications, Inc., SureWest, or any other Broadband Internet Service Provider which provides E-mail and high-speed internet access.

③ - May be downloaded for free at http://www.cdc.gov/epiinfo/

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (12/93)

I, the official named below, hereby swear that I am duly authorized legally to bind the prospective bidder, contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

COMPANY / ORGANIZATION NAME:	
OFFICIAL'S NAME:	
DATE EXECUTED:	EXECUTED IN THE COUNTY OF:
CONTRACTOR or GRANT RECIPIENT SIGNATURE:	
TITLE:	
FEDERAL ID NUMBER:	

The firm named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

At the election of above named firm, from and after the "Date Executed" and until _____ (not to exceed 36 months), the Department of Health Services (CDHS) will regard this certificate as valid for all contracts or grants entered into between the above named firm and CDHS without requiring the above named firm to provide a new and individual certificate for each contract or grant. If the above named firm elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the above named firm and CDHS.